APPENDIX UNE

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APPENDIX UNE
(UNBUNDLED NETWORK ELEMENTS)

1. INTRODUCTION

1.1 This Appendix, Unbundled Network Elements (UNE), sets forth the terms and conditions pursuant to which the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) agrees to furnish CLEC with access to UNEs. CLEC may obtain access to **SBC-13STATE** UNEs individually and combinations that already are physically combined in **SBC-13STATE's** network, pursuant to 47 C.F.R. § 51.315(b). CLEC shall not combine UNEs in a manner that will impair the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with **SBC-13STATE**'s network. SBC-13STATE's position is that it has no obligation under the Act to combine UNEs.For information regarding deposit, billing, payment, non-payment, disconnect, and dispute resolution, see the General Terms and Conditions of this Agreement.

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.4 The prices at which **SBC-13STATE** agrees to provide CLEC with Unbundled Network Elements (UNE) are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

1.5 **SBC-13STATE** has no obligation to provide access to any network element, or to provide terms and conditions associated with any network element, other than expressly set forth in this Agreement.

1.6 **SBC-12STATE** - As used herein, **SBC-12STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.7 **SBC-10STATE** – As used herein, **SBC-10STATE** means the applicable SBC owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

1.8 **SBC-8STATE** - As used herein, **SBC-8STATE** means an applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.9 **SBC-7STATE** - As used herein, **SBC-7STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.10 **SBC-SWBT** - As used herein, **SBC-SWBT** means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

1.11 **SBC-AMERITECH** - As used herein, **SBC-AMERITECH** means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.12 **SBC-MOKA** - As used herein, **SBC-MOKA** means the applicable above listed ILEC doing business in Arkansas, Kansas, Missouri, and Oklahoma.

1.13 **PACIFIC** -As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.

1.14 **NEVADA** -As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.

1.15 **SNET** -As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.

2. TERMS AND CONDITIONS

2.1 **SBC-13STATE** and CLEC may agree to connect CLEC's facilities with **SBC-13STATE**'s network at any technically feasible point for access to UNEs for the provision by CLEC of a Telecommunications Service. ((Act, Section 251 (c)(2)(B); 47 CFR Section 51.305(a)(2)(vi)).

2.2 **SBC-13STATE** will provide CLEC nondiscriminatory access to UNEs (Act, Section 251(c)(3), Act, and Section 271(c)(2)(B)(ii); 47 CFR Section 51.307(a)): .

2.2.1 At any technically feasible point (Act, Section 251(c)(3); 47 CFR Section 51.307(a));

2.2.2 At the rates, terms, and conditions which are just, reasonable, and nondiscriminatory (Act, Section 251(c)(3); 47 CFR Section 51.307(a));

2.2.3 In a manner that allows CLEC to provide a Telecommunications Service that may be offered by means of that UNE (Act, Section 251(c)(3); 47 CFR Section 51.307 (c);

2.2.4 In a manner that allows access to the facility or functionality of a requested network element to be provided separately from access to other elements, and for a separate charge (47 CFR Section 51.307(d));

2.2.5 With technical information regarding **SBC-13STATE**'s network facilities to enable CLEC to achieve access to UNEs (47 CFR Section 51.307(e));

2.2.6 Without limitations, restrictions, or requirements on requests that would impair CLEC's ability to provide a Telecommunications Service in a manner it intends (47 CFR Section 51.309(a));

2.2.7 In a manner that allows CLEC purchasing access to UNEs to use such UNE to provide exchange access service to itself in order to provide interexchange services to subscribers (47 CFR Section 51.309(b));

2.2.8Where applicable, terms and conditions of access to UNEs shall be no less favorable than terms and conditions under which **SBC-13STATE** provides such elements to itself (47 CFR Section 51.313(b)).

2.2.9 Only to the extent it has been determined that these elements are required by the "necessary" and "impair" standards of the Act (Act, Section 251 (d)(2)) and/or in accordance with state law within the state this Interconnection Agreement is approved.

2.3 As provided for herein, **SBC-13STATE** will permit CLEC exclusive use of an unbundled network facility for a period of time, and when CLEC is purchasing access to a feature, function, or capability of a facility, **SBC-13STATE** will provide use of that feature, function, or capability for a period of time (47 CFR § 51.309(c)).

2.4 **SBC-13STATE** will maintain, repair, or replace UNEs (47 CFR § 51.309(c)) as provided for in this Agreement.

2.5 Where technically feasible, the quality of the UNE and access to such UNE shall be at least equal to what **SBC-13STATE** provides itself or any subsidiary, affiliate, or other party (47 CFR § 51.311(a), (b)).

2.6 Each Party shall be solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.

2.7 UNEs provided to CLEC under the provisions of this Appendix shall remain the property of **SBC-13STATE**.

2.8 **SBC-13STATE** will not connect to or combine UNE's with any non-251 (c)(3) or other **SBC-13STATE** service offerings.

2.9 Provisioning/Maintenance of Unbundled Network Elements

2.9.1 Access to UNEs is provided under this Agreement over such routes, technologies, and facilities as **SBC-13STATE** may elect at its own discretion, provided that such routes, technologies and facilities are non-discriminatory with respect to the way **SBC-13STATE** provides services to its own End Users, Affiliates, or other Telecommunications Carriers. **SBC-13STATE** will provide access to UNEs where technically feasible. Where facilities and equipment are not available, **SBC-13STATE** shall not be required to provide UNEs. ~~Where facilities require modifications they will be handled~~ However, CLEC may request and, to the exten required by law, **SBC-13STATE** may agree to provide UNEs, through the Bona Fide Request (BFR) process. Nothing herein shall restrict any rights available to CLEC or obligations of **SBC-AMERITECH** ~~under the facilities modification process~~ as stated in Accessible Letter CLEC AM00-153 dated May 17, 2002. ~~, and the stipulated modifications thereto as reflected in issues A/F of the Interlocutory Order issued by the Public Service Commission of Wisconsin on December 15, 2000 in Docket 6720-TI-160, or the properly implemented successor thereto. All of the UNEs provided for under this Agreement shall be presumed to be technically feasible within the SBC-13STATE exchange areas.~~

2.9.2 Subject to the terms herein, **SBC-13STATE** is responsible only for the installation, operation and maintenance of the Unbundled Network Elements it provides. **SBC-13STATE** is not otherwise responsible for the Telecommunications Services provided by CLEC through the use of those UNEs.

2.9.3 Where UNEs provided to CLEC are dedicated to a single End User, if such UNEs are for any reason disconnected they shall be made available to **SBC-13STATE** for future provisioning needs, unless such UNE is disconnected in error. The CLEC agrees to relinquish control of any such UNE concurrent with the disconnection of a CLEC's End User's service.

2.9.4 CLEC shall make available at mutually agreeable times the UNEs provided pursuant to this Appendix in order to permit **SBC-13STATE** to test and make adjustments appropriate for maintaining the UNEs in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments.

2.9.5 CLEC's use of any **SBC-13STATE** UNE, or of its own equipment or facilities in conjunction with any **SBC-13STATE** network element, will not materially interfere with or impair service over any facilities of **SBC-13STATE**, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, **SBC-13STATE** may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the UNE(s) causing the violation.

2.9.6 When a **SBC-13STATE** provided tariffed or resold service is replaced by CLEC's facility based service using any **SBC-13STATE** provided UNE(s), CLEC shall issue appropriate service requests, to both disconnect the existing service and connect new service to CLEC's End User. These requests will be processed by **SBC-13STATE**, and CLEC will be charged the applicable UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered. Similarly, when an End User is served by one CLEC using **SBC-13STATE** provided UNEs is converted to a different CLEC's service which also uses any **SBC-13STATE** provided UNE, the requesting CLEC shall issue appropriate service requests to both disconnect the existing service and connect new service to the requesting CLEC's End User. These requests will be processed by **SBC-13STATE** and the CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered.

2.9.7 CLEC shall connect equipment and facilities that are compatible with the **SBC-13STATE** Network Elements and shall use UNEs in accordance with the applicable regulatory standards and requirements referenced in this Agreement.

2.9.8 Unbundled Network Elements may not be connected to or combined with **SBC-13STATE** access services or other **SBC-13STATE** tariffed service offerings with the exception of tariffed Collocation services where available.

2.10 Performance of UNEs

2.10.1 Each UNE will be provided in accordance with **SBC-13STATE** Technical Publications or other written descriptions, if any, as changed from time to time by **SBC-13STATE** at its sole discretion.

2.10.2 Nothing in this Appendix will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any upgrades in its network which will materially impact the other Party's service consistent with the timelines established by the FCC in the Second Report and Order, CC Docket 96-98.

2.10.3 **SBC-13STATE** may elect to conduct Central Office switch conversions for the improvement of its network. During such conversions, CLEC orders for unbundled network elements from that switch shall be suspended for a period of three days prior and one day after the conversion date, consistent with the suspension **SBC-13STATE** places on itself for orders from its customers.

2.10.4 CLEC will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of changes in facilities, operations, or procedure of **SBC-13STATE**, minimum network protection criteria, or operating or maintenance characteristics of the facilities.

3. ACCESS TO UNE CONNECTION METHODS

3.1 This Section describes the connection methods under which **SBC-13STATE** agrees to provide CLECs with access on an unbundled basis to loops, switch ports, and dedicated transport and the conditions under which **SBC-13STATE** makes these methods available. These methods provide CLEC access to multiple **SBC-13STATE** UNEs which the CLEC may then combine. The methods listed below provide CLEC with access to UNEs without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.

3.1.1 Subject to availability of space and equipment, CLEC may use the methods listed below to access and combine loops, switch ports, and dedicated transport within a requested **SBC-13STATE** Central Office.

3.1.1.1 (Method 1)

SBC-13STATE will extend **SBC-13STATE** UNEs requiring cross connection to the CLEC's Physical Collocation Point of Termination (POT) when the CLEC is Physically Collocated, in a caged, shared cage, or cageless arrangement, within the same Central Office where the UNEs which are to be combined are located.

3.1.1.2 (Method 2)

SBC-13STATE will extend **SBC-13STATE** UNEs that require cross connection to the CLEC's UNE frame located in the common room space, other than the Collocation common area, within the same Central Office where the UNEs which are to be combined are located.

3.1.1.3 (Method 3)

SBC-13STATE will extend **SBC-13STATE** UNEs to the CLEC's UNE frame that is located outside the **SBC-13STATE** Central Office where the UNEs are to combined in a closure such as a cabinet provided by **SBC-13STATE** on **SBC-13STATE** property.

3.2 The following terms and conditions apply to all methods when **SBC-13STATE** provides access pursuant to Sections 3.1.1.1 through 3.1.1.3:

3.2.1 CLEC may request for access to UNEs involving three (3) or fewer Central Offices. Within ten (10) business days of receipt of a written request for access to UNEs, **SBC-13STATE** will provide a written reply notifying the requesting CLEC of the method(s) of access available in the requested Central Offices. For requests impacting four (4) or more Central Offices the Parties will agree to an implementation schedule for access to UNEs.

3.2.2 Access to UNEs via Method 1 is only available to Physically Collocated CLECs. Access to UNEs via Method 2 and Method 3 is available to both Collocated and Non-Collocated CLECs. Method 2 and Method 3 are subject to availability of **SBC-13STATE** Central Office space and equipment.

3.2.3 The CLEC may cancel the request at any time, but will pay **SBC-13STATE**'s reasonable and demonstrable costs for modifying **SBC-13STATE**'s Central Office up to the date of cancellation.

3.2.4 Reserved

3.2.5 CLEC shall be responsible for initial testing and trouble sectionalization of facilities containing CLEC installed cross connects.

3.2.6 CLEC shall refer trouble sectionalized in the **SBC-13STATE** UNE to **SBC-13STATE**.

3.2.7 Prior to **SBC-13STATE** providing access to UNEs under this Appendix, CLEC and **SBC-13STATE** shall provide each other with a point of contact for overall coordination.

3.2.8 CLEC shall provide all tools and materials required to place and remove the cross connects necessary to combine and disconnect UNEs.

3.2.9 All tools, procedures, and equipment used by CLEC to connect to **SBC-13STATE**'s network shall comply with technical standards set out in SBC Local Exchange Carrier Technical Document ~~TP76300~~ TP76299MP, to reduce the risk of damage to the network and customer disruption.

3.2.10 CLEC shall be responsible for CLEC's personnel or qualified contractors observing **SBC-13STATE**'s site rules and regulations, including but not limited to safety regulations and security requirements, and for working in harmony with others while present at the site. If **SBC-13STATE** for any reasonable and lawful reason requests CLEC to discontinue furnishing any person provided by CLEC for performing work on **SBC-13STATE**'s premises, CLEC shall immediately comply with such request. Such person shall leave **SBC-13STATE**'s premises promptly, and CLEC shall not furnish such person again to perform work on **SBC-13STATE**'s premises without **SBC-13STATE**'s consent.

3.2.11 CLEC shall provide positive written acknowledgment that the requirements stated in Section 3.2.10 have been satisfied for each employee requiring access to **SBC-13STATE** premises and/or facilities. **SBC-13STATE** identification cards will be issued for any CLEC employees or qualified contractors who are designated by CLEC as meeting the necessary requirements for access. Entry to **SBC-13STATE** premises will be granted only to CLEC employees with such identification.

3.2.12 CLEC shall designate each network element being ordered from **SBC-13STATE**. CLEC shall provide an interface to receive assignment information from **SBC-13STATE** regarding location of the extended UNEs. This interface may be manual or mechanized.

3.2.13 **SBC-13STATE** will provide CLEC with contact numbers as necessary to resolve assignment conflicts encountered. All contact with **SBC-13STATE** shall be referred to such contact numbers.

3.2.14 The CLEC shall provide its own administrative Telecommunication Service at each facility and all materials needed by CLEC at the work site. The use of cellular telephones is not permitted in **SBC-13STATE** equipment areas where **SBC-13STATE** restricts its own employees from using cellular telephones.

3.2.15 Certain construction and preparation activities may be required to modify a building or prepare the premises for access to UNEs.

3.2.15.1 Where applicable, costs for modifying a building or preparing the premises for access to **SBC-13STATE** UNEs will be made on an individual case basis (ICB).

3.2.15.2 **SBC-13STATE** will provide Access to UNEs (floor space, floor space conditioning, cage common systems materials, and safety and security charges) in increments of one (1) square foot. For this reason, **SBC-13STATE** will ensure that the first CLEC obtaining Access to UNEs in an **SBC-13STATE** premises will not be responsible for the entire cost of site preparation and security.

3.2.15.3 **SBC-13STATE** will contract for and perform the construction and preparation activities using same or consistent practices that are used by **SBC-13STATE** for other construction and preparation work performed in the building.

4.* ADJACENT LOCATION

4.1 This Section describes the Adjacent Location Method for accessing UNEs. This Section also provides the conditions in which **PACIFIC** offers the Adjacent Location Method.

* Section 4.0 is available only in the state of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

4.2 The Adjacent Location Method allows a CLEC to access loops, switch ports, and dedicated transport for a CLEC location adjacent to a **PACIFIC** Central Office as identified by **PACIFIC**. Under this method **PACIFIC** UNEs will be extended to the adjacent location, via copper cabling provided by the CLEC, which the CLEC can then utilize to provide Telecommunications Service.

4.3 This method requires the CLEC to provide copper cable, greater than 600 pairs, to the last manhole outside the **PACIFIC** Central Office. The CLEC shall provide enough slack for **PACIFIC** to pull the cable into the Central Office and terminate the cable on the Central Office Intermediate Distribution Frame (IDF).

4.4 The CLEC will obtain all necessary rights of way, easements, and other third party permissions.

4.5 The following terms and conditions apply when **PACIFIC** provides the adjacent location:

4.5.1 The CLEC is responsible for Spectrum Interference and is aware that not all pairs may be ADSL or POTS capable.

4.6 The installation interval applies on an individual application basis. The CLEC is responsible for paying all up front charges (nonrecurring and case preparation costs) before work will begin. This assumes that all necessary permits will be issued in a timely manner.

4.7 The CLEC will provide the excess cable length necessary to reach the **PACIFIC** IDF in the **PACIFIC** Central Office where CLEC requests connection.

4.8 The CLEC will be responsible for testing and sectionalization of facilities from the customer's location to the entrance manhole.

4.9 The CLEC should refer any sectionalized trouble determined to be in **PACIFIC**'s facilities to **PACIFIC**.

4.10 The CLEC's employees, agents and contractors will be permitted to have access to the CLEC's cable where it is delivered to **PACIFIC** (outside the entrance manhole). The CLEC is only able to enter the entrance manhole to splice under a duct occupancy permit pursuant to 'Appendix for Access to SBC Communications Inc.'s Structure (Poles, Conduits, and Rights of Ways)'. If the CLEC leases ducts to get to the Central Office then CLEC has the right to splice the manholes on the route, including the entrance manhole.

4.11 In order for **PACIFIC** to identify the entrance manhole for the CLEC, the CLEC must specify the direction from which the cable originates. **PACIFIC** will verify that a vacant sleeve or riser duct exists at the entrance manhole. If none exists,

construction of one will be required. If a vacant access sleeve or riser duct does not exist, and one must be constructed, the CLEC will pay for the construction on an Outside Plant Custom Work Order.

4.12 The CLEC will retain all assignment control. **PACIFIC** will maintain TIRKS records for cable appearance information on the horizontal and vertical appearance on the **PACIFIC** frame.

4.13 The CLEC will pay Time and Materials charges when **PACIFIC** dispatches personnel and failure is in the CLEC's facility.

4.14 **PACIFIC** will not assume responsibility for the quality of service provided over this special interconnection arrangement. Service quality is the responsibility of the CLEC. **PACIFIC** limits each CLEC to two building entrances. Two entrances allow for CLEC growth or a diverse path.

4.15 Prior to **PACIFIC** providing the Adjacent Location Method in this Appendix, the CLEC and **PACIFIC** shall provide each other with a single point of contact for overall coordination.

4.16 The Adjacent Location Method of Accessing UNEs only allows for copper cable termination.

5. BONA FIDE REQUEST

5.1 This Bona Fide Request process described below applies to each Bona Fide Request submitted in **SBC-13STATE**For purposes of this Appendix BFR, a "Business Day" means Monday through Friday, excluding Holidays observed by **SBC-13STATE**.

5.2

SBC-13STATE
Bona Fide Request Process

5.2.1 A Bona Fide Request ("BFR") is the process by which CLEC may request SBC-13STATE to provide CLEC access to an additional or new, undefined UNE, (a "Request"), ~~combinations of UNEs not currently provided in the network. A Request is not required in the following circumstances:~~ that is required to be provided by SBC-13STATE under the Act but is not available under this Agreement or defined in a generic appendix at the time of CLEC's request. In SNET only, a CLEC may submit a BFR to request new UNEs, or a Combinations of UNEs provided the request is not covered by one of the following conditions:.

5.2.1.1 The UNEs or combinations requested have not previously been identified or defined by the State Commission, the Federal Communications Commission, or the CLEC's approved interconnection agreement, or in the listing of combinations in Docket No. 99-1-32, DPUC Investigation into Rebundling of Telephone Company Network Element, August 17, 1998.

5.2.1.2 The UNEs or combinations requested are not currently deployed by an incumbent local exchange carrier in another jurisdiction or deemed acceptable for deployment by another state commission or an industry standards body.

5.2.1.3 The UNEs or combinations requested are not included in a Telco tariffed offering as an existing capability or functional equivalent within SNET. ~~SBC-STATE~~.

5.2.1.4 If the request is covered by one of the conditions listed above, (5.2.1.1 – 5.2.1.4), ~~SBC-13STATE~~ SNET will make these items generally available.

5.2.2 The BFR process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.

5.2.3 All BFRs must be submitted with a BFR Application Form in accordance with the specifications and processes set forth in the sections of the CLEC Handbook. Included with the Application CLEC shall provide a technical description of each requested UNE or combination of UNEs, drawings when applicable, the location(s) where needed, the date required, and the projected quantity to be ordered with a one (1).

5.2.4 CLEC is responsible for all costs incurred by **SBC-13STATE** to review, analyze and process a BFR. No charges apply for **SNET** to prepare the Preliminary Analysis. When submitting a BFR Application Form, CLEC has two options to compensate **SBC-12STATE** for its costs incurred to complete the preliminary analysis of the BFR, (the "Preliminary Analysis"):

5.2.4.1 Include with its BFR Application Form a $2,000 deposit to cover **SBC-12STATE**'s preliminary evaluation costs, in which case **SBC-12STATE** may not charge CLEC in excess of $2,000 to complete the Preliminary Analysis; or

5.2.4.2 Not make the $2,000 deposit, in which case CLEC shall be responsible for all reasonable preliminary evaluation costs incurred by **SBC-12STATE** to complete the Preliminary Analysis (regardless of whether such costs are greater or less than $2,000).

5.2.5 If CLEC submits a $ 2,000 deposit with its BFR, and **SBC-12STATE** is not able to process the Request or determines that the Request does not qualify for BFR treatment, then **SBC-12STATE** will return the $2,000 deposit to CLEC. Similarly, if the costs incurred to complete the Preliminary Analysis are less than $2,000, the balance of the deposit will, at the option of CLEC, either be refunded or credited toward additional developmental costs authorized by CLEC.

5.2.6 The requesting Party may cancel a BFR in a commercially reasonable manner.

5.2.6.1 No charges apply for **~~SBC~~ SNET** to prepare the Preliminary Analysis.

5.2.6.2 Upon written notice, CLEC may cancel a BFR at any time, but will pay **SBC-12STATE** its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date **SBC-12STATE** received notice of cancellation. If cancellation occurs prior to completion of the preliminary evaluation, and a $2,000 deposit has been made by CLEC, and the reasonable and demonstrable costs are less than $2,000, the remaining balance of the deposit will be, at the option of the CLEC, either returned to CLEC or credited toward additional developmental costs authorized by CLEC.

5.2.6.2 Within thirty (30) calendar days of its receipt of the BFR Quote, CLEC must either (i) confirm its order pursuant to the BFR Quote (ii) cancel its BFR and reimburse **SBC-12-STATE** for its costs incurred up to the date of cancellation, or (iii) if it believes the BFR Quote is inconsistent with the requirements of the Act and/or this Appendix, exercise its rights under Section 10 of the GTC. If **SBC-12-STATE** does not receive notice of any of the foregoing within such thirty (30) calendar day period, the BFR shall be deemed canceled. CLEC shall be responsible to reimburse **SBC-12-STATE** for its costs incurred up to the date of cancellation (whether affirmatively canceled or deemed canceled by CLEC).

5.2.6.3 In SNET: Cancellation charges will not apply if the written notice of cancellation is received by **SNET** after **SNET** submits its Preliminary Analysis to CLEC but before CLEC's request for the BFR Quote. Cancellation charges will apply after CLEC submits its request for **SNET** to provide a BFR Quote, but before the BFR Quote is provided to CLEC. CLEC shall be liable for reimbursement of all actual costs in connection with developing the BFR Quote incurred up to the time **SNET** receives the written notice of cancellation from CLEC. However, if **~~SBC~~ SNET** receives notification from CLEC for cancellation of the BFR after receipt by CLEC of the BFR Quote, the cancellation charges shall not exceed the lesser of the actual costs incurred by **~~SBC~~ SNET** or the estimate in the BFR Quote plus twenty percent (20%).

5.2.7 **SBC-13STATE** will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt **SBC-13STATE** will acknowledge receipt of the BFR, as well as inform CLEC if the BFR is not the correct process for the Request, and in such acknowledgement advise CLEC of any further information needed to process the Request. CLEC acknowledges that the time intervals set forth in this Appendix begins once **SBC-12STATE** has received a complete and accurate BFR Application Form and, if applicable, $2,000 deposit.

5.2.8 Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR, **SBC-13STATE** will provide to CLEC a Preliminary Analysis of such Request. The Preliminary Analysis will (i) indicate that **SBC-13STATE** will offer the Request to CLEC or (ii) advise CLEC that **SBC-13STATE** will not offer the Request. If **SBC-13STATE** indicates it will not offer the Request, **SBC-13STATE** will provide a detailed explanation for the denial. Possible explanations may be, but are not limited to: i) access to the Request is not technically feasible, and/or ii) that the Request is not required to be provided by **SBC-13STATE** under the Act.

5.2.9 If the Preliminary Analysis indicates that **SBC-12STATE** will offer the Request, CLEC may, at its discretion, provide written authorization for **SBC-12STATE** to develop the Request and prepare a "BFR Quote". The BFR Quote shall, as applicable, include (i) the first date of availability, (ii) installation intervals, (iii) applicable rates (recurring, nonrecurring and other), (iv) BFR development and processing costs and (v) terms and conditions by which the Request shall be made available.

5.2.9.1 CLEC's written authorization to develop the BFR Quote must be received by **SBC-13STATE** within thirty (30) calendar days of CLEC's receipt of the Preliminary Analysis. If no authorization to proceed is received within such thirty (30) calendar day period, the BFR will be deemed canceled and CLEC will pay to **SBC-13STATE** all demonstrable costs as set forth above. Any request by CLEC for **SBC-12STATE** to proceed with a Request received after the thirty (30) calendar day window will require CLEC to submit a new BFR.

5.2.9.2 SBC-SNET will apply standard tariffed Processing Fees (BFR Development fees) according to Connecticut Access service tariff 4.11.

5.2.10 As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to develop the BFR Quote, **SBC-13STATE** shall provide to CLEC a BFR Quote, which will include, at a minimum, a description of each Network Element, the availability, the applicable rates and the installation intervals.

5.2.11 Within thirty (30) calendar days of its receipt of the BFR Quote, CLEC must either (i) confirm its order pursuant to the BFR Quote (ii) cancel its BFR and reimburse **SBC-12STATE** for its costs incurred up to the date of cancellation, or (iii) if it believes the BFR Quote is inconsistent with the requirements of the Act and/or this Appendix BFR, exercise its rights under Section 10 of the GTC. If **SBC-12STATE** does not receive notice of any of the foregoing within such thirty (30) calendar day period, the BFR shall be deemed canceled. CLEC shall be responsible to reimburse **SBC-12STATE** for its costs incurred up to the date of cancellation (whether affirmatively canceled or deemed canceled by CLEC).

5.2.12 Unless CLEC agrees otherwise, all rates and costs quoted or invoiced herein shall be consistent with the pricing principles of the Act.

5.2.13 If a Party believes that the other Party is not requesting, negotiating or processing a BFR in good faith and/or as required by the Act, or if a Party disputes a determination, or price or cost quote, such Party may seek relief pursuant to Section 10 of the GTC.
~~5.2.13 Whenever CLEC requests to purchase a particular **SBC-13STATE** Network Element that is operational anywhere in SBC's network at the time of the request, but for which no unbundled Network Element price has been established or agreed by the Parties, CLEC's request will be considered as follows: **SBC-13STATE** will provide a price quote for the Element, consistent with the Act, within ten (10) calendar days following~~

~~**SBC-13STATE**'s receipt of CLEC's request. If the Parties have not agreed on a price for the Element within ten (10) calendar days following CLEC's receipt of the price quote, either Party may submit the matter for Dispute Resolution as provided for in the General Terms and Conditions of this Agreement.~~

6. NETWORK INTERFACE DEVICE

6.1 The Network Interface Device (NID) unbundled network element is defined as any means of interconnection of End User customer premises wiring to **SBC-13STATE**'s distribution loop facilities, such as a cross connect device used for that purpose. Fundamentally, the NID establishes the final (and official) network demarcation point between the loop and the End User's inside wire. Maintenance and control of the End User's inside wiring (on the End User's side of the NID) is under the control of the End User. Conflicts between telephone service providers for access to the End User's inside wire must be resolved by the End User. Pursuant to applicable FCC rules, **SBC-13STATE** offers nondiscriminatory access to the NID on an unbundled basis to any requesting telecommunications carrier for the provision of a telecommunications service. CLEC access to the NID is offered as specified below (**SBC-12STATE**) or by tariff (**SNET**).

6.2 **SBC-12STATE** will permit CLEC to connect its local loop facilities to End Users' premises wiring through **SBC-12STATE**'s NID, or at any other technically feasible point.

6.3 CLEC may connect to the End User's premises wiring through the **SBC-12STATE** NID, as is, or at any other technically feasible point. Any repairs, upgrade and rearrangements to the NID required by CLEC will be performed by **SBC-12STATE** based on time and material charges. Such charges are reflected in the state specific Appendix Pricing. **SBC-12STATE**, at the request of CLEC, will disconnect the **SBC-12STATE** local loop from the NID, at charges reflected in the state specific Appendix Pricing.

6.4 With respect to multiple dwelling units or multiple-unit business premises, CLEC will connect directly with the End User's premises wire, or may connect with the End User's premises wire via **SBC-12STATE**'s NID where necessary.

6.5 The **SBC-12STATE** NIDs that CLEC uses under this Appendix will be existing NIDs installed by **SBC-12STATE** to serve its End Users.

6.6 CLEC shall not attach to or disconnect **SBC-12STATE**'s ground. CLEC shall not cut or disconnect **SBC-12STATE**'s loop from the NID and/or its protector. CLEC shall not cut any other leads in the NID.

7. LOCAL LOOP

7.1 Pursuant to applicable FCC rules, a local loop unbundled network element is a dedicated transmission facility between a distribution frame (or its equivalent) in a **SBC-13STATE** Central Office and the loop demarcation point at an End User premises. Where applicable, the local loop includes all wire within multiple dwelling and tenant buildings and campuses that provides access to End User premises wiring, provided such wire is owned and controlled by **SBC13-STATE**. The local loop network element includes all features, functions and capabilities of the transmission facility, including attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The local loop network element includes, but is not limited to DS1, DS3, fiber, and other high capacity loops to the extent required by applicable law, and where such loops are deployed in **SBC-13STATE** wire centers. CLEC agrees to operate each loop type within the technical descriptions and parameters accepted within the industry.

7.2 The following types of local loop unbundled network elements will be provided at the rates, terms, and conditions set out in this Appendix (**SBC-12STATE**) or by tariff (**SNET**) and in the state specific Appendix Pricing (**SBC-12STATE**) or by tariff (**SNET**):

7.2.1 2-Wire Analog Loop

7.2.1.1 A 2-Wire analog loop is a transmission facility which supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.

7.2.1.2 If CLEC requests one or more unbundled loops serviced by Integrated Digital Loop Carrier (IDLC) **SBC-12STATE** will, where available, move the requested unbundled loop(s) to a spare, existing Physical or a universal digital loop carrier unbundled loop at no additional charge to CLEC. If, however, no spare unbundled loop is available, **SBC-12STATE** will within two (2) business days, excluding weekends and holidays, of CLEC's request, notify CLEC of the lack of available facilities.

7.2.2 4-Wire Analog Loop

7.2.2.1 A 4-Wire analog loop is a transmission facility that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire analog loop provides separate transmit and receive paths.

7.2.3 2-Wire Digital Loop

7.2.3.1 A 2-Wire 160 Kbps digital loop is a transmission facility which supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital loop 160 Kbps supports usable bandwidth up to 160 Kbps.

7.2.4 4-Wire Digital Loop

7.2.4.1 A 4-Wire 1.544 Mbps digital loop is a transmission facility that will support DS1 service including Primary Rate ISDN (PRI). The 4-wire digital loop 1.544 Mbps supports usable bandwidth up to 1.544 Mbps.

7.2.5 DS3 Digital Loop

7.2.5.1 The DS3 loop provides a digital, 45 Mbps transmission facility from the **SBC-13STATE** Central Office to the end user premises.

7.3 Unbundled DS1 and DS3 loops may not be employed in combination with transport facilities to replace special access services or facilities, except consistently with the certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 ("In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996"), including but not limited to the requirement that significant local exchange traffic, in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Supplemental Order, and with **SBC-13STATE**'s processes implementing the Supplemental Order.

8. 8. SUB-LOOP ELEMENTS

8.1 **SBC-12STATE** will provide sub-loop elements as unbundled network elements as set forth in this Appendix. Other than as specifically set out elsewhere in this agreement, **SNET** does not offer Subloop elements under this agreement. Rather, Subloop elements are available as described in Section 18 of the Connecticut Service Tariff.

8.1.1 A sub-loop unbundled network element is defined as any portion of the loop from **SBC-12STATE's** central office Main Distribution Frame (MDF) to the point at the customer premise that can be accessed at a terminal in **SBC-12STATE**'s outside plant. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice closure to reach the wire within.

8.2 Definitions pertaining to the Sub-Loop:

8.2.1 "Dead Count" refers to those binding posts which have cable spliced to them but which cable is not currently terminated to any terminal to provide service.

8.2.2 "Demarcation Point" is defined as the point on the loop where the ILEC's control of the wire ceases and the subscriber's control (or on the case of some multiunit premises, the landlord's control) of the wire begins.

8.2.3 "Digital Subloop" May be deployed on non-loaded copper cable pairs, channels of a digital loop carrier system, channels of a fiber optic transport system or other technologies suitable for the purpose of providing 160 Kbps and 1.544 Mbps subloop transport.

8.2.4 "Distribution Cable" is defined as the cable from the SAI/FDI to the terminals from which an end user can be connected to the ILEC's network. "Feeder cable" is defined as that cable from the MDF to a point where it is cross connected in a SAI/FDI for neighborhood distribution.

8.2.5 "MDF-to-SAI/FDI" is that portion of the loop from the MDF to the SAI/FDI.

8.2.6 "MDF-to-Term" is that portion of the loop from the MDF to an accessible terminal.

8.2.7 "Network Terminating Wire (NTW)" is the service wire that connects the ILEC's distribution cable to the NID at the demarcation point.

8.2.8 "SAI/FDI-to-Term" is that portion of the loop from the SAI/FDI to an accessible terminal.

8.2.9 "SAI/FDI-to-NID" is that portion of the loop from the SAI/FDI to the Network Interface Device (NID), which is located an end user's premise.

8.2.10 "SPOI" is defined as a Single Point of Interconnection. A SPOI will usually be located in a Multi-Tenant Environment as a single point of demarcation which will allow ILECs and CLECs to interconnect to wiring owned or controlled by the property owner or their agent.

8.2.11 "SAI/FDI" is defined as the point in the ILEC's network where feeder cable is cross connected to the distribution cable. "SAI" is Serving Area Interface. "FDI" is Feeder Distribution Interface. The terms are interchangeable.

8.2.12 "Term-to-NID" is that portion of the loop from an accessible terminal to the NID, which is located at an end user's premise. Term-to-NID includes use of the Network Terminating Wire (NTW).

8.3 **SBC-12STATE** will offer the following subloop types:

8.3.1 2-Wire Analog Subloop provides a 2-wire (one twisted pair cable or equivalent) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

8.3.2 4-Wire Analog Subloop provides a 4-wire (two twisted pair cables or equivalent, with separate transmit and receive paths) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

8.3.3 4-Wire DS1 Subloop provides a transmission path capable of supporting a 1.544 Mbps service that utilizes AMI or B8ZS line code modulation.

8.3.4 DS3 Subloop provides DS3 service from the central office MDF to an Interconnection Panel at the RT. The loop facility used to transport the DS3 signal will be a fiber optical facility.

8.3.5 2-Wire / 4-Wire Analog DSL Capable Subloop that supports an analog signal based DSL technology (such as ADSL). It will have twisted copper cable that may be loaded, have more than 2,500 feet of bridged tap, and may contain repeaters.

8.3.6 2-Wire / 4-Wire Digital DSL Capable Subloop that supports a digital signal based DSL technology (such as HDSL or IDSL). It will have

twisted copper cable that may be loaded, have more than 2,500 feet of bridged tap, and may contain repeaters.

8.3.7 ISDN Subloop is a 2-Wire digital offering which provides a transmission path capable of supporting a 160 Kbps, Basic Rate ISDN (BRI) service that utilizes 2B1Q line code modulation with end user capacity up to 144 Kbps.

8.4 Subloops are not available for combination by **SBC-12STATE** with any Unbundled Network Elements or service.

8.5 Subloops are provided "as is" unless CLEC requests loop conditioning on xDSL Subloops for the purpose of offering advanced services. xDSL subloop conditioning will be provided at the rates, terms, and conditions set out in the state specific Appendix Pricing.

8.6 A subloop unbundled network element is an existing spare portion of the loop that can be accessed via cross-connects at accessible terminals. An accessible terminal is a point on the loop where technicians can access the copper or fiber within the cable without removing a splice case to reach the copper or fiber within.

8.7 Twisted-pair Copper Subloops:

8.7.1 Access to terminals for twisted-pair copper subloops is defined to include:

- any technically feasible point near the customer premises accessible by a cross-connect (such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the customer premises),
- the Feeder Distribution Interface (FDI) or Serving Area Interface (SAI), where the "feeder" leading back to the central office and the "distribution" plant branching out to the subscribers meet,
- the Main Distributing Frame (MDF),
- the Terminal (underground or aerial).

8.8 CLEC may request access to the following twisted-pair copper subloop segments:

FROM:	TO:
1. Main Distributing Frame	Serving Area Interface or Feeder Distribution Interface
2. Main Distributing Frame	Terminal
3. Serving Area Interface or Feeder Distribution Interface	Terminal
4. Serving Area Interface or Feeder Distribution Interface	Network Interface Device
5. Terminal	Network Interface Device
6. NID	Stand Alone
7. *SPOI (Single Point of Interface)	Stand Alone

∗ Provided using the BFR Process. In addition, if a CLEC requests an Interconnection Point which has not been identified, the CLEC will need to submit a BFR.

8.9 High Capacity Subloops:

8.9.1 Access to terminals for high capacity subloops is defined to include:

- any technically feasible point near the customer premises accessible by a cross-connect (such as the pole or pedestal or the minimum point of entry (MPOE) to the customer premises),
- the Remote Terminal (RT), only when cross-connect access is available at that RT
- the Terminal (underground or aerial).

8.9.2 CLEC may request access to the high-capacity subloop segment between the Central Office Point of Termination (POT) and the Remote Terminal Point of Termination (POT).

8.10 Unbundled DS1 and DS3 subloops may not be utilized in combination with transport facilities to replace special access services or facilities, except consistently with the certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 ("In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996"), including but not limited to the requirement that significant local exchange traffic in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Supplemental Order, and with processes implementing the Supplemental Order.

8.11 Provisioning:

8.11.1 Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific subloop circuit(s).

8.11.2 Spare subloop(s) will be assigned to CLEC only when an LSR/ASR is processed. LSR/ASRs will be processed on a "first come first serve" basis.

8.11.3 Provisioning intervals for subloops shall be governed by the interval as defined n the CLEC Handbook.

8.12 Maintenance:

8.12.1 The Parties acknowledge that by separating switching, feeder plant and distribution plant, the ability to perform mechanized testing and monitoring of the subloop from the **SBC-12STATE** switch/testing equipment will be lost.

8.12.2 CLEC shall isolate trouble to the SBC Subloop portion of the CLEC's service before reporting trouble to **SBC-12STATE**.

8.12.3 **SBC12-STATE** shall charge the CLEC a Maintenance of Service Charge (MSC) when CLEC dispatches SBC on a trouble report and the fault is determined to be in the CLEC's portion of the loop. Such charges may be found in the individual state pricing appendices or tariffs.

8.12.4 Once all subloop access arrangements have been completed and balance of payment due **SBC-12STATE** is received, the CLEC may place a LSR for subloops at this location. Prices at which **SBC-12STATE** agrees to provide CLEC with Unbundled Network Elements (UNE) are contained in the state specific Appendix Pricing.

8.12.5 In the event of Catastrophic Damage to the RT, SAI/FDI, Terminal, or NID where CLEC has a SAA, **SBC-13 STATE** repair forces will restore service in a non-discriminatory manner which will allow the greatest number of all customers to be restored in the least amount of time. Should the CLEC cabling require replacement, **SBC-13STATE** will provide prompt notification to CLEC for CLEC to provide the replacement cable to be terminated as necessary.

8.13 Subloop Access Arrangements:

8.13.1 Prior to ordering subloop facilities, CLEC will establish Collocation using the Collocation process as set forth in the Collocation Appendix, or will establish a Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either of which are necessary to interconnect to the **SBC-12STATE** subloop network.

8.13.2 The space available for collocating or obtaining various Subloop Access Arrangements will vary depending on the existing plant at a particular location. The CLEC will initiate an SCA by submitting a Sub-loop Access Arrangement Application.

8.13.3 Upon receipt of a complete and correct application, **SBC-12STATE** will provide to CLEC within 30 days a written estimate for the actual construction, labor, materials, and related provisioning costs incurred to fulfill the SCA on a time and materials basis. When CLEC submits a request to provide a written estimate for sub-loop(s) access, appropriate rates for the engineering and other associated costs performed will be charged.

8.13.4 The assignment of subloop facilities will incorporate reasonable practices used to administer outside plant loop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable complements, this will continue to be the practice in assigning and administering subloop facilities.

8.13.5 Subloop inquiries do not serve to reserve subloop(s).

8.13.6 Several options exist for Collocation or Subloop Access Arrangements at technically feasible points. Sound engineering judgment will be utilized to ensure network security and integrity. Each situation will be analyzed on a case-by-case basis.

8.13.7 CLEC will be responsible for obtaining rights of way from owners of property where **SBC-12STATE** has placed the equipment necessary for the SAA prior to submitting the request for SCA.

8.13.8 Prior to submitting the Sub-loop Access Arrangement Application for SCA, the CLEC should have the "Collocation" and "Poles, Conduit, and Row" appendices in the Agreement to provide the guidelines for both CLEC and ILEC to successfully implement subloops, should collocation, access to poles/conduits or rights of way be required.

8.13.9 Construction of the Subloop Access Arrangement shall be completed within 90 days of CLEC submitting to **SBC-12STATE** written approval and payment of not less than 50% of the total estimated

construction costs and related provisioning costs after an estimate has been accepted by the carrier and before construction begins, with the balance payable upon completion. **SBC-12STATE** will not begin any construction under the SCA until the CLEC has provided proof that it has obtained necessary rights of way as defined in Section 9.3.

8.13.10 Upon completion of the construction activity, the CLEC will be allowed to test the installation with a **SBC-12STATE** technician. If the CLEC desires test access to the SAA, the CLEC should place its own test point in its cable prior to cable entry into **SBC-12STATE**'s interconnection point.

8.13.11 A non-binding CLEC forecast shall be required as a part of the request for SAA, identifying the subloops required for line-shared and non line-shared arrangements to each subtending SAI. This will allow **SBC-12STATE** to properly engineer access to each SAI and to ensure **SBC-12STATE** does not provide more available terminations than the CLEC expects to use.

8.13.12 In order to maximize the availability of terminations for all CLECs, the CLEC shall provide CFA for their subloop pairs utilizing the same 25-pair binder group. The CLEC would begin utilizing the second 25-pair binder group once the first 25-pair binder group reached its capacity.

8.13.13 Unused CLEC terminations (in normal splicing increments such as 25-pair at a SAI/FDI) which remain unused for a period of one year after the completion of construction shall be subject to removal at CLEC expense.

8.13.14 In the event a CLEC elects to discontinue use of an existing SAA, or abandons such arrangement, CLEC shall pay **SBC-12STATE** for removal of their facilities from the SAA.

8.14 Subloop Access Arrangement (SAA) Access Points:

8.14.1 SAI/FDI or Terminal

8.14.1.1 CLEC cable to be terminated in a **SBC-12STATE** SAI/FDI, or Terminal , shall consist of 22 or 24-guage copper twisted pair cable bonded and grounded to the power company Multi Grounded Neutral (MGN). Cable may be filled if buried or buried to aerial riser cable. CLEC's Aerial cables should be aircore.

8.14.1.2 The CLEC may elect to place their cable to within 3 feet of the SAA site and coil up an amount of cable, defined by the engineer

in the design phase, that **SBC-12STATE** will terminate on available binding posts in the SAI/FDI or Terminal.

8.14.1.3 The CLEC may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, and SBC will stub out a cable from the SAI/FDI or Terminal, which **SBC-12STATE** will splice to the CLEC cable at the meet point.

8.14.1.4 Dead counts will be offered as long as they have not been placed for expansion **purposes** planned within the 12 month period beginning on the date of the inquiry LSR.

8.14.1.5 Exhausted termination points in a SAI/FDI - When a SAI/FDI's termination points are all terminated to assignable cable pairs, **SBC-12STATE** may choose to increase capacity of the SAI/FDI by the method of it's **choice**, for which the CLEC will be charged a portion of the expense to be determined with the engineer, for the purpose of allowing the CLEC to terminate it's cable at the SAI/FDI.

8.14.1.6 Exhausted Termination Points in a Terminal- When a terminal's termination points as all terminated to assignable cable pairs, **SBC-13STATE** may choose to increase the capacity of the Terminal or to construct an adjacent termination facility to accommodate the CLEC facilities for which the CLEC will be charged.

8.15 Relocation of Existing ILEC/CLEC Facilities involved in a SAA at a RT, SAI/FDI, Terminal or NID:

8.15.1 **SBC-12STATE** shall notify CLEC of pending relocation as soon as SBC receives such notice.

8.15.2 CLEC shall notify **SBC-12STATE** of it's intentions to remain, or not, in the SAA by way of a new Subloop Access Arrangement Application for a new SCA.

8.15.3 **SBC-12STATE** shall then provide the CLEC an estimate to terminate their facilities as part of the relocation of the site including the applicable SAA. This process may require a site visit with the CLEC and **SBC-12STATE** engineer.

8.15.4 CLEC shall notify SBC of acceptance or rejection of the new SCA within 10 business days of it's receipt of **SBC-12STATE**'s estimate.

8.15.5 Upon acceptance of the **SBC-12STATE** estimate, CLEC shall pay at least 50% of the relocation costs at the same time as they notify **SBC-12STATE** of their acceptance of estimate costs.

8.15.6 Should CLEC decide not to continue the SAA, CLEC will notify SBC as to the date that **SBC-12STATE** may remove CLEC's facilities from that SAA. CLEC will pay **SBC-12STATE** for all costs associated with the removal of the CLEC's SAA.

8.15.7 In the event that CLEC does not respond to **SBC-12STATE** in time to have their facilities relocated, **SBC-12STATE** shall move CLEC facilities and submit a bill for payment to the CLEC for the costs associated with the relocation. Should CLEC elect not pay this bill, then CLEC facilities will be removed from the site upon 30 days notice to the CLEC.

8.16 RT (for DS3 Subloop):

8.16.1 The CLEC may elect to place their cable (fiber or coax) to within 3 feet of the RT and coil up an amount of cable, defined by the engineer in the design phase, that **SBC-12STATE** will terminate on a fiber/coax interconnection block to be constructed in the RT.

8.16.2 The CLEC may "stub" up a cable (fiber or coax) at a prearranged meet point, defined during the engineering site visit, and SBC will stub out a cable from the RT, which **SBC-12STATE** will splice to the CLEC cable at the meet point.

9. ENGINEERING CONTROLLED SPLICE (ECS)

9.1 Although under no obligation to do so at non-Pronto sites, as a voluntary offering, **SBC-13STATE** will also make available an Engineering Controlled Splice (ECS), which will be owned by SBC, for CLECs to gain access to subloops at or near remote terminals. This voluntary service is in addition to FCC UNE Remand requirements.

9.2 The ECS shall be made available for Subloop Access Arrangements (SAA) utilizing the Special Construction Arrangement (SCA).

9.2.1 CLEC requesting such a SCA shall pay all of the actual construction, labor, materials and related provisioning costs incurred to fulfill its SCA on a time and materials basis, provided that **SBC-13STATE** will construct any Subloop Access Arrangement requested by a telecommunications carrier in a cost-effective and efficient manner. If

SBC-13STATE elects to incur additional costs for its own operating efficiencies and that are not necessary to satisfy an SCA in a cost-effective and efficient manner, the requesting telecommunications carrier will not be liable for such extra costs.

9.2.2 CLEC shall be liable only for costs associated with cable pairs that it orders to be presented at an engineering controlled splice (regardless of whether the requesting carrier actually utilizes all such pairs), even if SBC/Ameritech places more pairs at the splice.

9.2.3 **SBC-13STATE** will either use existing copper or construct new copper facilities between the SAI(s) and the ECS, located in or at the remote terminal site. Although **SBC-13STATE** will construct the engineering controlled splice, the ECS maybe owned by **SBC-13STATE** or the CLEC (depending on the specific arrangement) at the option of **SBC-13STATE**.

9.2.4 If more than one CLEC obtains space in expanded remote terminals or adjacent structures and obtains an SAA with the new copper interface point at the ECS, the initial telecommunications carrier which incurred the costs of construction of the engineering controlled splice and/or additional copper/fiber shall be reimbursed those costs in equal proportion to the space or lines used by the requesting carriers.

9.2.5 **SBC-13STATE** may require a separate SCA for each remote terminal site.

9.2.6 Written acceptance and at least 50% of payment for the SCA must be submitted at least 90 days before access to the copper subloop or dark fiber is to be provisioned. If an augment of cabling is required between the ECS and the SAI, the interval for completion of the SCA will be determined on an individual case basis.

9.3 CLECs will have two (2) options for implementing the ECS: a "Dedicated Facility Option" (DFO) and a "Cross-connected Facility Option" (CFO).

9.3.1 Dedicated Facility Option (DFO)

9.3.1.1 CLEC may request **SBC-13STATE** splice the existing cabling between the ECS and the SAI to the CLEC's SAA facility. This facility will be "dedicated" to the CLEC for subsequent subloop orders.

9.3.1.2 CLEC must designate the quantity of subloops they desire to access via this spliced, dedicated facility, specified by subtending SAI. This designation must differentiate cabling desired for access to the HFPL subloop from the cabling desired for access to non-line shared subloops.

9.3.1.3 CLECs will compensate **SBC-13STATE** for each of the dedicated subloop facilities, based on recurring subloop charges, for the quantity of subloops dedicated to the CLEC between the ECS and the SAI.

9.3.2 Cross-connected Facility Option (CFO)

9.3.2.1 CLEC may request **SBC-13STATE** build an ECS cross-connect junction on which to terminate CLEC's SAA facility.

9.3.2.2 The SCA associated with this option will include the charges associated with constructing the cross-connect device, including the termination of **SBC-13STATE** cabling between the ECS and the RT and/or SAI, and the inventorying of that **SBC-132STATE** cabling.

9.3.2.3 CLEC must designate the quantity of subloops they desire to access via this cross-connectable, dedicated facility, specified by subtending SAI. This designation must differentiate cabling desired for access to the HFPL subloop from the cabling desired for access to non-line shared subloops.

9.3.2.4 CLECs will compensate **SBC-13STATE** for the charges incurred by **SBC-13STATE** derived from the CLEC's request for the SCA.

9. PACKET SWITCHING

9.1 **SBC-13STATE** will provide CLEC unbundled packet switching if all of the following conditions are satisfied:

9.1.1 **SBC-13STATE** has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);

9.1.2 There are no spare copper loops capable of supporting the xDSL services the requesting carrier seeks to offer;

9.1.3 **SBC-13STATE** has not permitted a requesting carrier to deploy a Digital Subscriber Line Access Multiplexer (DSLAM) at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the requesting carrier obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 CFR §51.319(b); and

9.1.4 **SBC-13STATE** has deployed packet switching capability for its own use.

10. LOCAL SWITCHING

10.1 The Unbundled Local Switching (ULS) capability is defined as:

10.1.1 line-side facilities, which include the connection between a Loop termination at the Main Distribution Frame and a switch line card;

10.1.2 trunk-side facilities, which include the connection between trunk termination at a trunk-side cross- connect panel and a switch trunk card; and

10.1.3 all features, functions, and capabilities of the switch available from the specific port type (line side or trunk side port), which include:

10.1.3.1 the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to ILEC customers, such as a telephone number, white page listing, and dial tone;

10.1.3.2 access to OS/DA and 9-1-1; and

10.1.3.3 all other features that the switch provides, including custom calling, CLASS features and Centrex.

10.1.3.4 Unbundled Local Switching (ULS) is the product acronym in **SBC-SWBT** and includes the Shared Transport component.

10.1.3.5 Unbundled Local Switching-Shared Transport (ULS-ST) is the product acronym for **SBC-Ameritech.**

10.1.3.6 Unbundled Local Switching Network Element (LSNE) is the product acronym for **SBC-PACIFIC and NEVADA.**

10.1.3.7 Unbundled Network Element – Local Switching with Shared Transport is the product name for **SBC-SNET.** Refer to Section 18 of the Connecticut Service Tariff for the terms, conditions and rates for **SBC-SNET**.

10.2 Specific Terms and Conditions for Unbundled Local Switching (ULS)

10.2.1 Unbundled Local Switching utilizes routing instructions resident in the **SBC-10STATE** switch to direct all CLEC traffic.

10.2.2 Vertical features, CLASS features, and other features resident in the **SBC-10STATE** switch providing the ULS port are available under ULS. Refer to state specific Appendix Pricing for **SBC-10STATE,** and Section 18 of the Connecticut Service Tariff for SNET.

10.2.3 **SBC-10STATE** will allow CLEC to designate the features and functions that are available on a particular ULS port to the extent such features and functions are activated in that switch or as may be requested by the Bona Fide Request process. When CLEC purchases ULS in **SBC-10STATE**, CLEC will be required to designate the features and functions that are to be activated on each ULS port.

10.2.4 ULS as provided by **SBC-10STATE** includes standard Central Office treatments (e.g., busy tones, vacant codes, fast busy, etc.), supervision and announcements.

10.2.5 **SBC-10STATE** will control congestion points such as those caused by radio station call ins and network routing abnormalities using appropriate network capabilities. CLEC agrees to respond to **SBC-10STATE's** notifications regarding network congestion.

10.2.6 **SBC-10STATE** will perform testing through ULS for CLECs in the same manner and frequency that it performs for its own customers for an equivalent service.

10.2.7 **SBC-10STATE** will repair and restore any **SBC-12STATE** equipment that may adversely impact ULS.

10.2.8 **SBC-10STATE** will provide usage detail for each ULS port via on a daily basis. Refer to state Appendix Pricing and Section 18 of the Connecticut Service Tariff for **SNET.**.

10.2.9 **SBC-10STATE** will provide CLEC the functionality of blocking calls (e.g.,900 calls, international calls (IDDD), and toll calls) by line or trunk to the extent that **SBC-10STATE** provides such blocking capabilities to its End Users and to the extent required by federal and/or State law.

10.2.~~10~~ At **SBC-13STATE**'s discretion and not less than ninety (90) days' written notice to CLEC, **SBC-13STATE** may elect to discontinue providing Unbundled Local Switching/LSNE/ULS-ST or to provide Unbundled Local Switching LSNE/ULS-ST at market prices to CLEC's serving end-users with four or more voice grade lines within any territory (each an "Exception Territory") with respect to which **SBC-13STATE** can demonstrate that, as of the date on which CLEC receives notice (the "Exception Notice Date"), **SBC-13STATE** has satisfied each of the following conditions.

a) A territory shall constitute an "Exception Territory" if it constitutes the service area of **SBC-13STATE** offices that both are assigned to density zone 1 and are located within one of the Top 50 Metropolitan Statistical Areas ("MSAs"). The Parties shall determine density zone assignments by reference to the NECA Tariff No. 4, in effect on January 1, 1999. The Top 50 MSAs are those listed in Appendix B of the FCC Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket 96-98 ("UNE Remand Order"); and

b) In the Exception Territory where **SBC-13STATE** elects to offer the Enhanced Extended Loop (EEL) required by the UNE Remand Order, the EEL will be available to the CLEC in the Exception Territory at prices which are set in accordance with the pricing standards of Section 252 of the Act. Such prices are specified in Appendix Pricing. **SBC-13STATE** may only exercise its rights to discontinue or market-price Unbundled Local Switching/LSNE under this Section for CLEC End-Users involving four or more lines.

10.2.4.1 In determining whether **SBC-13STATE** may exercise its rights under this Section in any particular case, the CLEC shall be

obligated to disclose customer account detail similar to customer service records that **SBC-13STATE** provides to the CLEC through pre-ordering process.

10.2.4.2 Nothing in this Section shall preclude CLEC from using its own facilities, resold services, or any other facilities, services or serving arrangements to provide additional services to an End-User customer account with respect to which **SBC-13STATE** may exercise its rights under this Section.

10.3 Customized Routing– **SBC-13STATE**

10.3.1 Subject to switch limitations, Custom Routing is available upon CLEC request to handle Operator Services, Directory Assistance, and/or other traffic as required by state jurisdiction . CLEC will pay the customized routing charges reflected in Appendix Pricing.

10.4 Unbundled Local Switching Usage Sensitive Rate Element

10.4.1 Usage rates will apply to Unbundled Local Switching on a per minute basis. See the Appendix Pricing for the state specific ULS rates and Section 18 of the Connecticut Service Tariff for **SNET**.

10.5 Switch Ports

10.5.1 In **SBC-10STATE**, a Switch Port is a termination point in the end office switch. The charges for Switch Ports are reflected in state specific Appendix Pricing.

10.5.1.1 Line Switch Ports – **SBC-10STATE**

10.5.1.1.1 The Analog Line Port is a line side switch connection available in either a loop or ground start signaling configuration used primarily for switched voice communications.

10.5.1.1.2 The Analog Line Port can be provisioned with Centrex-like features and capabilities. When a CLEC wants to provide the Centrex-like port, a system establishment charge is applicable to translate the common block and system features in the switch.

10.5.1.1.3 The Analog Line Port can be provisioned with two-way, one-way-out, and one-way-in, directionality for PBX business applications.

10.5.1.1.4 ISDN Basic Rate Interface (BRI) Port-Is a 2-wire line side switch connection which provides two 64 kbps "B" (bearer) channels for circuit switched voice and/or data and on 16 kpbs "D" (delta) channel for signaling.

10.5.1.2 Trunk Side Switch Ports – **SBC-10STATE**

10.5.1.2.1 The Analog DID Trunk Port is a 2-wire trunk side switch port that supports Direct Inward Dialing (DID) capability for PBX business applications.

10.5.1.2.2 ISDN Primary Rate Interface (PRI) Trunk Side Port - is a trunk side switch connection that provides twenty-three 64 kbps "B" channels for digital voice and data and one 64 kbps "D" channel.

10.5.1.2.3 DS1 Trunk Port is a trunk side DS1 interface intended for digital PBX business applications. Also, this ULS Trunk Port is used to terminate dedicated facilities associated with completing ULS Custom Routing calls in SBC-AMERITECH.

10.5.2 Switch Ports are available for **SNET** pursuant to the Connecticut Access Service Tariff.

10.6 Shared Transport

10.6.1 The Unbundled Shared Transport capability is defined as set forth in FCC Rule 51.319.

10.6.2 **SBC–12STATE** provides access to unbundled shared transport only when purchased in conjunction with a ULS port that CLEC subscribes to for the purpose of delivering traffic from/to a CLEC End User as set forth below.

10.6.3 Unbundled Network Element – Local Switching with Shared Transport is available for SNET pursuant to the Connecticut Access Service Tariff.

10.6.4 "ULS-ST" refers to Unbundled Local Switching with Unbundled Shared Transport in SBC-AMERITECH. ULS-ST is provided on a per ULS port basis.

10.1.2 **SBC-AMERITECH** provides to CLECs subscribing to ULS the function of shared transport (as defined in the Third Order on Reconsideration and Further Notice of Proposed Rulemaking, *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, 12 FCC Rcd 12460 (1997)), as described in Paragraph 56 of Attachment 1 in the August 27, 1999 *ex parte* to the FCC in *In the Matter of the SBC/Ameritech Merger*, CC Docket No. 98-141 ("FCC Conditions").

10.1.3 ULS-ST permits the CLEC to access the interoffice network of **SBC-AMERITECH** for the origination from and completion to the associated ULS port of End User local traffic to and from **SBC-AMERITECH** switches or third-party switches. ULS-ST also permits access to that network, using Common Transport and Tandem Switching, for the origination from and completion to the associated ULS port of End User toll traffic where a PIC'd/LPIC'd Interexchange Carrier for that ULS port is not directly connected to the **SBC-AMERITECH** switch providing that ULS port. **SBC-AMERITECH** will not require use of dedicated transport or customized routing to complete calls when using ULS-ST.

10.1.4 All CLEC's local traffic between **SBC-AMERITECH** switches will use Shared Transport and all local CLEC's traffic to non-**SBC-12STATE** switches will use the transit function of Shared Transport (with this transit function being referred to as "Shared Transport-Transit"). All interexchange traffic will be routed to the interLATA (PIC) or intraLATA toll (LPIC) Interexchange Carrier, as appropriate, selected for that ULS port.

10.1.5 The Unbundled Shared Transport rate is a blend of Shared Transport and Shared Transport-Transit. **SBC-12STATE** reserves the right to seek separate rates for Shared Transport and Shared Transport-Transit in future negotiations to amend or replace this Agreement.

10.1.6 **SBC-12STATE**'s ability to provide ULS-ST is limited to existing switch and transmission facilities capacities of the **SBC-13STATE** network.

10.1.7 In providing ULS/ULS-ST/LSNE, **SBC-12STATE** will use the existing **SBC-12STATE** routing tables contained in **SBC-12STATE** switches, as

SBC-12STATE may change those tables from time to time including after CLEC purchases ULS/ULS-ST/LSNE

10.1.8 **SBC-12STATE** will provide SS7 signaling on interswitch calls originating from an ULS port. CLEC will be charged for the use of the **SBC-12STATE** signaling on a per- call basis.

10.2 Custom Routing of OS/DA with ULS-ST - (**SBC-AMERITECH** only)

10.2.1 CLEC can only mix ULS-ST and custom routing within a **SBC-AMERITECH** end office switch where CLEC chooses to custom route all of its OS and/or all of its DA (OS/DA) traffic for its End Users served by **SBC-AMERITECH**'s ULS-ST ports in that **SBC-AMERITECH** end office switch. If this custom routing for OS/DA is chosen in a given **SBC-AMERITECH** end office switch, then all End Users served via ULS-ST ports in that switch will have their OS/DA traffic routed over the same custom route designated by CLEC.

10.2.2 CLEC must provide **SBC-AMERITECH** routing instructions necessary to establish such custom routing of OS/DA traffic in those end offices where CLEC has End Users served via ULS-ST ports. CLEC will be charged by **SBC-AMERITECH** for the establishment of each custom route for OS or DA traffic in an end office switch.

10.2.3 **SBC-AMERITECH** will direct all custom routed local OS and/or local DA calls using the Advanced Intelligence Network programming developed to be compatible with ULS-ST to a specific trunk group associated with an ULS Trunk Port or over an existing dedicated trunk group designated by CLEC.

10.2.4 CLEC will request custom OS/DA routing for use with ULS-ST other than described in this Section via the Bona Fide Request process.

10.2.5 CLEC will be required to provide custom branding for OS/DA calls via Service Provider Identification (SPID) branding for End Users served by CLEC purchasing **SBC-AMERITECH**'s ULS-ST ports. SPID branding must be addressed in a separate agreement between CLEC and **SBC-AMERITECH**.

10.3 ULS-ST Usage-Sensitive Rating

10.3.1 **SBC-12STATE** will charge CLEC ULS usage rates for intraswitch and interswitch traffic originating from an ULS port and for interswitch traffic terminating to an ULS port.

10.3.2 **SBC-12STATE** will charge CLEC using **SBC-12STATE**'s Shared Transport a usage-sensitive Blended Transport rate in addition to the originating ULS usage-sensitive rate for local interswitch calls. The Blended Transport rate is based upon a blend of direct and tandem-routed local traffic to/from either an **SBC-12STATE** end office or to/from a non-**SBC-12STATE** end office.

10.3.3 The charges for Shared Transport are reflected in Appendix Pricing (**SBC-12STATE**) and Section 18 of the Connecticut Service Tariff for **SNET**.

10.4 Reciprocal Compensation associated with ULS-ST **(SBC-AMERITECH ONLY)**

10.4.1 For the traffic to which reciprocal compensation applies and subject to the other provisions in this Agreement regarding reciprocal compensation:

10.4.2 As to ULS-ST only, **SBC-AMERITECH** will charge CLEC using **SBC-AMERITECH**'s ULS-ST a Reciprocal Compensation rate specific to ULS-ST for interswitch local traffic originated from a ULS-ST port and terminated to a **SBC-AMERITECH** end office.

10.4.3 As to ULS-ST only, CLEC will reciprocally charge **SBC-AMERITECH** for interswitch local traffic originated from a **SBC-AMERITECH** end office and terminated to an ULS-ST port at the same rate as ULS usage rate associated with ULS-ST a Reciprocal Compensation rate.

10.4.4 CLEC will be solely responsible for establishing compensation arrangements with all telecommunications carriers to which ULS-ST traffic is delivered or from which ULS-ST traffic is received, including all ULS-ST traffic carried by Shared Transport-Transit.

10.5 IntraLATA and InterLATA Toll Rate Application **(SBC-AMERITECH ONLY)**

10.5.1 When ULS-ST is used to make or receive interLATA (including PIC) or intraLATA (including LPIC) toll traffic and that traffic is routed through **SBC-AMERITECH** tandem switch(es) and transmission facilities, **SBC-AMERITECH** will charge usage-sensitive Common Transport and Tandem Switching Rates in addition to other applicable ULS-ST charges. However, when that traffic is routed to and/or from an Interexchange Carrier directly connected at the **SBC-AMERITECH** end office

providing that ULS port, the Common Transport and Tandem Switching rates will not apply to such traffic.

10.5.2 The ULS-ST usage-sensitive charges (per minute of use) described in this Section are set forth in the Appendix Pricing.

10.6 Application of Usage Sensitive Charges for ULS-ST (**SBC-AMERITECH ONLY).**

10.6.1 ULS may include two usage sensitive components: originating ULS usage (ULS-O) and terminating ULS usage (ULS-T).

10.6.2 Intra Switch Calls - (calls originating and terminating in the same switch i.e., the same 11 digit Common Language Location Identifier (CLLI) end office):

10.6.2.1 CLEC will be charged ULS-O usage charges of use for a call originating from an CLEC ULS line port or trunk port that terminates to a **SBC-AMERITECH** end user line, Resale line, or any unbundled line port or trunk port which is connected to the same end office switch.

10.6.2.2 CLEC will be charged ULS-O usage charges for a Centrex-like ULS intercom call in which CLEC's End User dials from one Centrex-like station to another Centrex-like station in the same common block defined system.

10.6.2.3 SBC-AMERITECH will not bill ULS-T usage charges for Intraswitch calls that terminate to a CLEC ULS port.

10.6.3 Interswitch Calls - calls not originating and terminating in the same switch, i.e., not the same 11-digit Common Language Location Identifier (CLLI) end office:

10.6.3.1 Local Calls

10.6.3.1.1 General Principles

10.6.3.1.1.1 When a call originates from a CLEC ULS-ST port, CLEC will be charged ULS-O usage and SS7 signaling charges. If the call routes over **SBC-AMERITECH**'s shared transport network, CLEC will pay charges for Blended Transport usage in addition to ULS-O usage

charges.

10.6.3.1.1.2 The Parties agree that, for local calls originated over ULS-ST, **SBC-AMERITECH** will not be required to record and will not bill actual tandem switching usage. Rather, CLEC will be charged the rate shown on Appendix Pricing UNE - Schedule of unbundled shared transport Prices labeled "ULS-ST Blended Transport," for each minute of use, whether or not the call actually traverses the tandem switch.

10.6.3.1.1.3 When a call terminates to a CLEC ULS-ST port, CLEC will pay ULS-T usage charges.

10.6.3.1.2 Illustrative Call Flows demonstrating the rate applications for ULS-ST are set forth in ***Exhibit A*****.**

10.6.3.2 IntraLATA and InterLATA Toll Calls

10.6.3.2.1 General Principles

10.6.3.2.1.1 "1+" intraLATA calls from CLEC ULS-ST ports will be routed to the originating End User's IntraLATA Primary Interexchange Carrier (LPIC) choice. When a "1+" interLATA call is initiated from an ULS-ST port, it will be routed to the End User's interLATA (PIC) choice.

10.6.3.2.1.2 When an intraLATA or interLATA toll call originates from a CLEC ULS-ST port, **SBC-AMERITECH** will not charge originating access charges to CLEC or the IXC except that **SBC-AMERITECH** may bill the IXC for the access transport (FGD), in accordance with its access tariff, in cases where the IXC has chosen **SBC-AMERITECH** as its transport provider.

10.6.3.2.1.3 When an intraLATA or interLATA toll call terminates to a CLEC ULS-ST port, **SBC-AMERITECH** will not charge terminating access to CLEC or the IXC except that **SBC-**

AMERITECH may bill the IXC for the access transport (FGD), in accordance with its access tariff, in cases where the IXC has chosen **SBC-AMERITECH** as its transport provider.

10.6.3.2.2 Illustrative Call Flows demonstrating the rate applications for ULS-ST are set forth in *Exhibit A*.

10.6.3.3 Toll Free Calls

10.6.3.3.1 When CLEC uses an ULS-ST port to initiate an intraLATA 800-type call, **SBC-AMERITECH** will perform the appropriate database query and will route the call to terminating **SBC-AMERITECH** "Success 800" subscriber. CLEC will be charged the 800 database query, ULS-O usage, and SS7 signaling charges.

10.6.3.3.2 When CLEC uses an ULS-ST port to initiate an 800-type call where the terminating port is not a **SBC-AMERITECH** "Success 800" subscriber, **SBC-AMERITECH** will perform the appropriate database query and route the call to the indicated IXC. CLEC will pay the 800 database query, ULS-O usage, and SS7 signaling charges. If 800-type call is routed **using SBC-AMERITECH** tandem, then **SBC-AMERITECH** will also charge ULS-ST Common Transport and ULS-ST Tandem Switching usage charges. **SBC-AMERITECH** will not charge originating access charges to CLEC or the IXC except that **SBC-AMERITECH** may bill the IXC for the access transport (FGD), in accordance with its access tariff, in cases where the IXC has chosen **SBC-AMERITECH** as its transport provider.

10.7 LOCAL SWITCHING NETWORK ELEMENT – PACIFIC/NEVADA only:

10.7.1 LOCAL SWITCHING NETWORK ELEMENT (LSNE) Unbundled Local Switching (LSNE) is defined as the local circuit switching capability network element, as set forth in FCC Rule § 51.319. PACIFIC AND NEVADA shall make available unbundled switching capacity, including dial tone, digit reception, access to signaling, vertical features with routing to interoffice trunks and interoffice transport provided by **PACIFIC AND**

NEVADA or to designated trunks specified and purchased by CLEC in accordance with this Appendix. **PACIFIC AND NEVADA** designates this service "Local Switching Network Element" (LSNE). The LSNE shall include all features, functions, and capabilities of the PACIFIC switch that are available to **PACIFIC AND NEVADA** end users. In purchasing LSNE, CLEC must obtain a Line Side Port (including a telephone number and at CLEC's option, a directory listing). For access to the switching functions and vertical features provided by the switch, some designation of trunking for completion of calls, with the exception of intra-switch calls, may be required. All intra-switch calls are completed using **PACIFIC's AND NEVADA** switch and no trunk designation is made for completion of such calls.

10.7.2 LSNE includes switching served by remote switching modules. The switching capabilities used will be based on the line side features they support.

10.7.3 LSNE will be capable of routing intraLATA toll and interLATA toll/international calls to CLEC's end user's prescribed carrier of choice (CIC).

10.8 GENERAL LSNE REQUIREMENTS

10.8.1 **PACIFIC AND NEVADA** shall route all local calls to the appropriate trunk or lines for call origination or termination, utilizing PACIFIC's AND NEVADA shared transport network . At CLEC's option, **PACIFIC AND NEVADA** will offer customized routing for unbundled switch lines.

10.8.2 **PACIFIC AND NEVADA** shall route all interLATA calls, including Directory Assistance dialed via (FNPA) 555-1212, by CLEC customers, to the customer's PIC'ed carrier for interLATA service. **PACIFIC AND NEVADA** will route these calls using FGD signaling to the PIC'ed carrier's POP.

10.8.3 **PACIFIC AND NEVADA** will route all intraLATA toll calls dialed by CLEC customers to the customer's PIC'ed carrier for intraLATA toll.. **PACIFIC AND NEVADA** will route such intraLATA calls using FGD signaling to the PIC'ed carrier.

10.8.4 If requested by CLEC, **PACIFIC OR NEVADA** shall provide standard recorded announcements at parity.

10.8.5 [RESERVED]

10.8.6 For Network Elements, **PACIFIC AND NEVADA** shall control congestion points such as mass calling events, and network routing abnormalities, using capabilities such as automatic call gapping, automatic congestion control, and network routing overflow in a non-discriminatory manner (e.g., **PACIFIC AND NEVADA** shall not block CLEC traffic and leave its traffic unaffected or less affected).

10.8.7 From time to time CLEC may request that **PACIFIC AND NEVADA** provide unique reports of reasonable performance data regarding a subscriber line, traffic characteristics, or other reasonable elements. To the extent that such reports differ from reports that **PACIFIC AND NEVADA** has available for itself, CLEC shall pay the charges for such reports on an ICB basis. When **PACIFIC AND NEVADA** provides, upon CLEC's request, reports that **PACIFIC AND NEVADA** has available for itself, CLEC shall compensate **PACIFIC AND NEVADA** for any reproduction and delivery costs.

10.8.8 **PACIFIC AND NEVADA** shall assign each CLEC subscriber line an unbundled switching class of service. CLEC may request and will provide call blocking options (e.g., 900, 976) at parity.

10.8.9 Customized Routing under Options B and C for UNEs and under Option B (ROAR) in connection with Resale Services.

10.8.10 When CLEC orders LSNE Options B or C, or ROAR, **PACIFIC AND NEVADA** shall route IntraLATA OS traffic over trunk groups specified by CLEC using standard Operator Services dialing protocols of 0+ or 0-. **PACIFIC AND NEVADA** will provide the functionality and features within its Local Switch (LS) to route all CLEC customer dialed 0+ and 0- calls to the CLEC designated trunk groups via Modified Operator Services Signaling (MOSS). If CLEC does not order such customized routing, **PACIFIC AND NEVADA** shall handle these calls on behalf of CLEC and route the calls to **PACIFIC's AND NEVADA'S** operator platform for processing.

10.8.11 When CLEC orders Options B or C, or ROAR, **PACIFIC AND NEVADA** shall route to the CLEC Network, using customized routing, all IntraLATA Directory Assistance calls dialed via 411 or (FNPA) 555-1212 by CLEC Customers. If CLEC does not request

such customized routing, **PACIFIC AND NEVADA** shall handle these calls on behalf of CLEC and route the calls to **PACIFIC's AND NEVADA'S** directory assistance platform for processing.

10.8.12 **PACIFIC AND NEVADA** shall provide to CLEC, at CLEC's option, customized routing to CLEC of Directory Assistance calls dialed by CLEC customers in the "411" format. PACIFIC AND NEVADA shall provide this service when CLEC is providing local service by reselling PACIFIC's AND NEVADA'S services or using unbundled Network Elements purchased from **PACIFIC AND NEVADA.**

~~**10.8.13** For customized routing of "411" calls from #5ESS and DMS switches, PACIFIC shall, if specified by CLEC, convert the dialed 411 service code to a CLEC designated 900 number or, subject to a BFR, to another number designated by CLEC.~~

10.8.14 **PACIFIC AND NEVADA** shall provide to CLEC, at CLEC's option, customized routing to CLEC of IntraLATA Directory Assistance calls dialed by CLEC customers in the "foreign NPA" or "FNPA 555-1212" format. **PACIFIC AND NEVADA** shall perform such FNPA 555-1212 routing to the trunk groups specified by CLEC. **PACIFIC AND NEVADA** shall route IntraLATA Foreign NPA (FNPA 555-1212) Directory Assistance calls as follows:

10.8.14.1 Where the customer has chosen CLEC for local service and CLEC for intraLATA toll, **PACIFIC AND NEVADA** shall route the call to CLEC's network, using ROAR or Option B LSNE

10.9 INTERFACE REQUIREMENTS

10.9.1 This section defines the different switch ports that **PACIFIC AND NEVADA** shall provide to CLEC upon request. A Switch Port is a termination point in the end office switch.

10.9.2 Line Port

10.9.2.1 Analog Line Port/Basic Port The Analog Line Port is a line side switch connection available in either a Loop or ground

start signaling configuration used primarily for switched voice communications.

10.9.2.2 CLEC may order an Analog Line Port to be provisioned with Centrex-like features and capabilities. When CLEC orders a port to create a Centrex-like system, **PACIFIC AND NEVADA** shall charge, in addition to the port charge, a system establishment charge to translate the common block and system features in the switch.

10.9.2.3 CLEC may order an Analog Line Port to be provisioned with two-way, one-way-out, and one-way-in directionality for PBX business applications.

10.9.2.4 CLEC may use an Analog Line Port to terminate the voice portion of an ADSL-capable loop or the voice portion of other xDSL technologies where the voice and data can be carried over the same copper pair.

10.9.2.5 ISDN Basic Rate Interface (BRI) Port The ISDN Basic Rate Interface (BRI) Port is a 2-wire line side switch connection that provides two 64 KBPS "B" (bearer) channels for circuit switched voice and/or data and one 16 APBS "D" (delta) channel for signaling.

10.9.3 Trunk Port

10.9.3.1 Analog DID Trunk Port- The Analog DID Trunk Port is a 2-wire trunk side switch port that supports Direct Inward Dialing (DID) capability for PBX business applications.

10.9.3.2 ISDN Primary Rate Interface (PRI) Trunk Side Port The ISDN Primary Rate Interface (PRI) Trunk Side Port is a trunk side switch connection that provides twenty-three 64 KBPS "B" channels for digital voice and data and one 64 KBPS "D" channel.

10.9.4 DS1 Trunk Port

10.9.4.1 The DS1 Trunk Port is a trunk side DS1 interface intended for digital PBX business applications or a UNE dedicated trunk used for custom routing.

10.9.4.2 Additional switch ports may be developed in accordance with the BFR Process.

10.9.4.3 **PACIFIC AND NEVADA** shall provide CLEC with nondiscriminatory access to any third parties to which **PACIFIC AND NEVADA** is connected via interoffice trunks and interoffice transport.

10.9.4.4 Illustrative Call Flows demonstrating the rate application of usage sensitive Unbundled Network Element charges and reciprocal compensation are set forth in Exhibit B of this Appendix.

10.9.5 TYPES OF CHARGES

10.9.5.1 Port charges are set forth in Appendix Pricing.

10.9.5.2 Charges for vertical features associated with LSNE are set forth in Appendix Pricing.

10.9.5.3 Usage sensitive (per minute of use) Local switching charges, as set forth in Appendix Pricing. Usage will be recorded in one-second increments. Usage seconds will be totaled for the entire monthly bill and then rounded to the next whole minute. Usage sensitive local switching charges will be on a per minute of use basis and applied to all originating and terminating traffic, including, but not limited to local, toll, E 911 calls, calls to time and weather announcements, etc.

10.9.5.4 Forms of Line Port Access LSNE access may occur in the following manner:

10.9.5.4.1 LSNE Access, Cross-Connection Through Collocation: From CLEC's collocation space, CLEC may purchase an EISCC cross-connection to PACIFIC's Line Side Port to obtain access to LSNE. Cross-connect varieties are defined CROSS CONNECT SECTION of this Appendix.

10.10 TYPES OF LSNE

10.10.1 Option A: **PACIFIC AND NEVADA**-Provided Interoffice Transport and **PACIFIC AND NEVADA**-Provided Operator and Directory Assistance Services. In this configuration, CLEC purchases a Line Port and receives a telephone number and

directory listing, switching capacity and switch features, including deployed AIN capabilities and completion to **PACIFIC's AND NEVADA'S** interoffice trunks for all multiple-switch local calls, calls to Operator Services and Directory Assistance, and E-911 calls. In this configuration, intra-switch calls are also provided through **PACIFIC's AND NEVADA'S** switch. **PACIFIC AND NEVADA** will be solely responsible for design and engineering of the trunks under this option. In addition, **PACIFIC AND NEVADA** will provide all 0-, local 0+ and local Directory Assistance under this option. **PACIFIC's AND NEVADA'S** switching will be programmed to allow routing to and from CLEC's line ports, including Operator Services and Directory Assistance calls, to **PACIFIC's AND NEVADA'S** network.

10.10.1.1 Rates - The charges set forth in [Appendix Pricing] shall apply.

10.10.1.2 Option B: **PACIFIC AND NEVADA**-Provided Interoffice Transport with Customized Routing-Simple and with Operator Services (OS) and/or Directory Assistance (DA) Services Unbundled from **PACIFIC's AND NEVADA'S** Line Port Switching Capacity. In this configuration, CLEC purchases a Line Port and receives a telephone number and a directory listing, switching capacity, switch features and completion to **PACIFIC's AND NEVADA'S** interoffice trunks for all multiple-switch local calls, E-911 calls and local calls. In this configuration, intra-switch calls are also provided through **PACIFIC's AND NEVADA'S** switch. With the exception of trunks for custom routing of local Operator Services and/or Directory Assistance, or both, **PACIFIC AND NEVADA** will be solely responsible for design and engineering of its interoffice trunks. CLEC will be required to order separate trunks for Operator Services provided by itself or a third party identified by CLEC to provide such services. Transport facilities may be purchased from **PACIFIC AND NEVADA**, or connected to CLEC's facilities through a collocation cage by obtaining a cross connection from **PACIFIC AND NEVADA**. CLEC will be responsible for design and engineering of the Operator Services and/or Directory Assistance trunks under this option, and shall also be responsible for designating the transport facilities it desires, if any, from **PACIFIC AND NEVADA** and the points where these facilities shall terminate. In addition, CLEC shall be responsible for providing all Operator Services and/or

Directory Assistance. **PACIFIC's AND NEVADA'S** switch will be programmed to allow routing of local calls to **PACIFIC's AND NEVADA'S** shared network where CLEC requests such routing, except Operator Services and/or Directory Assistance calls will be routed to the trunks designated by CLEC.

10.10.1.3 CLEC will pay the charges set forth in Appendix Pricing.

10.10.1.4 Non recurring switch programming charges as specified in Appendix Pricing.

10.10.1.5 Trunk Port Cross Connect Charge (EISCC).

10.10.1.6 If CLEC provides its own dedicated transport to CLEC-designated DA and/or OS platform, a cross-connection charge from the unbundled switch element to CLEC's designated collocation cage located in the same office shall apply at the rates set forth in Appendix Pricing.

10.10.1.7 There will be no cross-connect charge at the office providing unbundled switching if CLEC orders unbundled dedicated transport from **PACIFIC OR NEVADA** for connection to CLEC-designated facilities. A cross-connect charge will apply at the distant end of the transport if CLEC terminates the transport to collocation space.

10.10.1.8 Option C: Customized Routing - Complex for CLEC Traffic Using Routes Designated by CLEC. This option is Customized Routing for CLEC traffic in the manner designated by CLEC, and it requires that special, customized routing programming be provided by CLEC. This option will include all of the features listed in Options A and B. However, with this Option, CLEC may direct 7 and 1+10-digit intraLATA inter-switch traffic on a class-of-call or dialed NPA-NXX basis to a trunk group other than the standard trunk group used for **PACIFIC's AND NEVADA'S** routing. Routing on a class-of-call basis means the ability to direct all calls to particular NPA-NXXs originating from **PACIFIC's AND NEVADA'S** end office switch to a single trunk group. Alternatively, at CLEC's request, **PACIFIC AND NEVADA** will direct intraLATA inter-switch calls based on the dialed NPA-NXX to the **PACIFIC AND NEVADA** tandem serving the originating **PACIFIC AND NEVADA** end office, to a

CLEC switch, and/or to the **PACIFIC AND NEVADA** end office where the dialed NPA NXX resides. In this configuration, CLEC obtains one or more Line Ports and receives a telephone number and directory listing, switching capacity, switch features, including deployed AIN capabilities, that will permit the completion of multiple-switch intraLATA calls, calls to either Operator Services or Directory Assistance, or both, and E-911 calls. In this configuration, **PACIFIC AND NEVADA** shall complete intra-switch calls through its switch. **PACIFIC AND NEVADA** shall complete inter-switch calls using, at CLEC's direction, either shared or dedicated transport facilities. CLEC will be solely responsible for design and engineering of any dedicated transport under this option. **PACIFIC AND NEVADA** will be solely responsible for design and engineering of any **PACIFIC AND NEVADA** -provided shared or common transport used under this option.

10.10.1.9 CLEC may request that dedicated trunk groups established with a LSNE Option C custom routing configuration overflow to **PACIFIC AND NEVADA** shared or common transport. CLEC dedicated transport that will overflow to **PACIFIC's AND NEVADA'S** network must be ordered by CLEC as high usage. **PACIFIC AND NEVADA** will be solely responsible for determining the overflow trunk group within **PACIFIC's AND NEVADA'S** network.

10.10.1.10 Rates: CLEC shall pay ICB charges as mutually agreed by the Parties.

10.10.1.11 **PACIFIC AND NEVADA** shall provide a cross-connect between switching ports and CLEC's collocation arrangement using the following interfaces for the physical point of termination:

10.10.1.11.1 Analog Line Port to collocation;
10.10.1.11.2 ISDN Basic Rate Interface (BRI) Line Port to collocation
10.10.1.11.3 ISDN Primary Rate Interface (PRI) Trunk Side Port to collocation.
10.10.1.11.4 Analog DID Trunk Port to collocation; and
10.10.1.11.5 DS1 Trunk Port to collocation.

10.10.1.11.6 For the cross connects detailed above, CLEC agrees to pay the applicable rates set forth in Appendix Pricing.

10.11 IMPLEMENTATION SCHEDULE

10.11.1 Option A is currently available for ordering by CLEC. **PACIFIC AND NEVADA** will deploy Option A within ten (10) business days after CLEC's order for a particular switch, with a maximum of fifty (50) switches per order. PACIFIC AND NEVADA will implement all valid switch requests ("CLLIs") and reject the invalid requests on an individual CLLI basis.

10.11.2 **PACIFIC AND NEVADA** will implement a valid Option B, Option C, or ROAR custom routing footprint order for an individual switch according to the following schedule:

10.11.2.1	1-48 trunks	38 Business Days
10.11.2.2	49-96 trunks	40 Business Days
10.11.2.3	97-144 trunks	42 Business Days
10.11.2.4	145-193 trunks	48 Business Days

10.11.3 In any event, **PACIFIC AND NEVADA** shall complete the footprint order no later than 60 Business Days from receipt of a valid order unless mutually agreed by the Parties.

10.12 **Unbundled Local Switching – (SBC-SWBT Only):**

10.13 Intra Switch Calls - (calls originating and terminating in the same switch i.e., the same 11 digit Common Language Location Identifier (CLLI) end office):

10.14 CLEC will pay ULS-O and SS7 signaling for a call originating from a CLEC ULS line or trunk port that terminates to a **SBC-SWBT** end user service line, Resale service line, or any unbundled line or trunk port which is connected to the same end office switch.

10.15 CLEC will pay ULS-O and SS7 signaling charges for a Centrex-like ULS intercom call in which CLEC's user dials from one Centrex-like station to another Centrex-like station in the same common block defined system.

10.16 **SBC-SWBT** will not bill ULS-T for Intra switch calls.

10.17 Interswitch Calls - (calls not originating and terminating in the same switch) i.e., not the

same 11 digit Common Language Location Identifier (CLLI) end office:

10.18 Local Calls

10.18.1 General Principles

10.18.2 When a call originates from a CLEC ULS Port, CLEC will pay ULS-O and SS7 signaling charges. If the call routes over **SWBT's** common network, CLEC will pay charges for Common Transport as reflected in Appendix Pricing. CLEC will also pay Tandem Switching charges where applicable as reflected in Appendix Pricing.

10.18.3 The Parties agree that, for calls originated over unbundled local switching and routed over common transport, **SBC- SWBT** will not be required to record and will not bill actual tandem switching usage. Rather, CLEC will pay the rate shown on Appendix Pricing labeled " Blended Transport," for each minute of use of unbundled common transport, whether or not the call actually traverses the tandem switch.

10.18.4 When a call terminates to a CLEC ULS Port, CLEC will pay ULS-T charges.

10.18.5 Illustrative Call Flows

10.18.5.1 The following call flows provide examples of application of usage sensitive UNE charges.

10.18.5.2 CLEC (UNE) Originating and SWBT Terminating:

CLEC Pays: ULS - O
Applicable Common Transport and Tandem Switching SS7 Signaling Applicable End Office Switching (aka Terminating Compensation)

10.18.5.3 **SBC-SWBT** Originating and CLEC (UNE) Terminating

CLEC Pays: ULS – T
SBC-SWBT pays: Applicable End Office Switching (aka Terminating Compensation)

10.18.5.4 CLEC (UNE) Originating and CLEC (UNE) Terminating

CLEC Pays: ULS – O
Applicable Common Transport and Tandem Switching SS7 Signaling

10.18.5.5 CLEC (UNE) Originating and CLEC (UNE) Terminating

CLEC Pays:ULS - O
Applicable Common Transport and Tandem Switching
SS7 Signaling ULS - T

10.18.5.6 CLEC (UNE) Originating and CLEC (UNE) Terminating

CLEC Pays:ULS - T

10.18.6.7 CLEC (Resale services) Originating and CLEC (UNE) Terminating

CLEC Pays:ULS – T

10.18.6.8 CLEC (UNE) Originating and CLEC (Resale services) Terminating

CLEC Pays: ULS - O
Applicable Common Transport and Tandem Switching
SS7 Signaling

10.18.6.9 CLEC (UNE) Originating to CLEC (Facilities Based Network FBN) Terminating

CLEC Pays: ULS – O
Applicable Common Transport and Tandem Switching
SS7 Signaling

10.18.6.1 CLEC (FBN) Originating to CLEC (UNE) Terminating

CLEC Pays: ULS - T

10.19 IntraLATA and InterLATA Toll Calls

10.19.1 General Principles

10.19.1.2 CLEC may provide exchange access transport services to IXCs for intraLATA traffic originated by or terminating to CLEC local service customers, upon request, using unbundled network elements. For interLATA toll calls and intraLATA toll calls (post dialing parity) that are originated by local customers using **SBC-SWBT** Unbundled Local Switching, CLEC may offer to deliver the calls to the PIC at the **SBC-SWBT** access tandem, with CLEC using unbundled common transport and tandem switching to transport the call from the originating unbundled local switch to the PIC's interconnection at the access tandem. When the PIC agrees to take delivery of toll calls under this arrangement, then CLEC will pay **SBC-SWBT** ULS-O usage, signaling, common transport, and tandem switching for such calls. **SBC-SWBT** will not bill any access charges to the PIC under this arrangement. CLEC may use this arrangement to provide exchange access services to itself when it is the PIC for toll calls originated by CLEC local customers using **SBC-SWBT** Unbundled Local Switching.

10.19.1.3 If the PIC elects to use transport and tandem switching provided by SWBT to deliver interLATA toll calls or intraLATA toll calls (post dialing parity) that are originated by CLEC local customers using **SBC-SWBT** Unbundled Local Switching, then CLEC will pay SWBT ULS-O usage and signaling only in connection with such calls. SWBT will not bill the PIC any originating switching access charges in connection with such calls.

10.19.1.4 When an IntraLATA or InterLATA toll call terminates to an CLEC ULS Port, CLEC will pay ULS-T charges and **SBC-SWBT** will not charge terminating access to CLEC or the IXC except that **SBC-SWBT** may bill the IXC for terminating transport in cases where the IXC has chosen **SBC-SWBT** as its transport provider.

10.20 Tandem Switching

10.20.1 Tandem Switching is defined as:

10.20.1.1 trunk-connect facilities, including but not limited to the connection between trunk termination at a cross-connect panel and a switch trunk card,

10.2.1.2 the basic switching function of connecting trunks to trunks; and

10.7.1.3 all technically feasible functions that are centralized in tandem switches (as distinguished from separate end-office switches), including but not limited to call recording, the routing of calls to operator services, and signaling conversion features.

10.7.2 The charges for Tandem Switching are reflected in Appendix Pricing (**SBC-12STATE**) and Section 18 of the Connecticut Service Tariff for **SNET**.

11. INTEROFFICE TRANSPORT

11.1 The Interoffice Transport (IOT) network element is defined as **SBC-12STATE** interoffice transmission facilities dedicated to a particular CLEC that provide telecommunications between Wire Centers owned by **SBC-12STATE**, or requesting CLEC, or between switches owned by **SBC-12STATE** or CLEC. IOT will be provided only where such facilities exist at the time of CLEC request. Other than as specifically set out elsewhere in this agreement, **SNET** does not offer Interoffice Transport (IOT) under this agreement. Rather, IOT is available as described in Section 18 of the Connecticut Tariff FCC No. 39.

11.2 **SBC-12STATE** will be responsible for the engineering, provisioning, maintenance of the underlying equipment and facilities that are used to provide Interoffice Transport.

11.3 Unbundled Dedicated Transport

11.3.1 Unbundled Dedicated Transport (UDT) is an interoffice transmission path dedicated to a particular CLEC that provides telecommunications between two Wire Centers or switches owned by **SBC-12STATE** or between a Wire Center or switch owned by **SBC-12STATE** and a CLEC owned or provided switch.

11.3.2 SBC**-12STATE** will provide Dedicated Transport as a point to point circuit dedicated to the CLEC at the following speeds: DS1 (1.544 Mbps),

DS3 (44.736 Mbps), OC3 (155.52 Mbps), OC12 (622.08 Mbps), OC48 (2488.32 Mbps **SBC-12STATE** will provide higher speeds to CLEC as they are deployed in the **SBC-12STATE** network.

11.3.3 UDT includes the following elements:

11.3.3.1 Interoffice Transport – Is a circuit between two **SBC12-STATE** Wire Centers.

11.3.3.2 Entrance Facility – Is a circuit from **SBC-12STATE** serving Wire Center to the CLEC's location.

11.3.3.3 Multiplexing – Is an option ordered in conjunction with dedicated transport which converts a circuit from higher to lower bandwidth, or from digital to voice grade. Multiplexing is only available when ordered at the same time as UDT entrance facility and/or interoffice transport.

11.3.3.4 Other Optional features are outlined in Appendix Pricing.

11.4 Diversity

114.1 When requested by CLEC and only where such interoffice facilities exist at the time of CLEC request, Physical diversity shall be provided for Unbundled Dedicated Transport. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

11.4.2 **SBC-12STATE** shall provide the Physical separation between intra-office and inter-office transmission paths when technically and economically feasible. Physical diversity requested by the CLEC shall be subject to additional charges. When additional costs are incurred by **SBC-12STATE** for CLEC specific diversity, **SBC-12STATE** will advise CLEC of the applicable additional charges. **SBC-12STATE** will not process the request for diversity until CLEC accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until CLEC accepts the additional charges.

11.5 Digital Cross-Connect System (DCS)

11.5.1 **SBC-12STATE** will offer Digital Cross-Connect System (DCS) as part of the unbundled dedicated transport element with the same functionality

that is offered to interexchange carriers. DCS requested by CLEC shall be subject to additional charges as outlined in pricing schedule appendix.

11.6 Network Reconfiguration Service (NRS)

11.6.1 **SBC-12STATE** will offer reconfiguration service as part of the UDT element with the same functionality that is offered to interexchange carriers. Reconfiguration service requested by the CLEC shall be subject to additional charges as outlined in pricing schedule appendix

11.7* **PACIFIC**

11.7.1 Cross Boundary UDT Meet Point Facilities Arrangements

11.7.1.1 Cross Boundary UDT Facilities are arrangements that involve shared ownership of the Unbundled Dedicated Local Interconnection Facilities between **PACIFIC** and another neighboring Incumbent Local Exchange Carrier (ILEC) **PACIFIC** will be a willing participant in the CLEC's efforts to midspan join an UDT Facility ordered from **PACIFIC** with one of the same ordered by the same CLEC from the neighboring ILEC. It is the responsibility of the CLEC to negotiate with each ILEC individually, and to order each piece of the Meet Point transmission facility from each individual ILEC separately in order to provide UDT from each ILEC's respective Central Office to the meet point. UDT Cross Boundary Meet Point Transmission Facilities are available at DS1 and DS3 transmission speeds and only where facilities exist and are available at the time of CLEC's order.

11.7.1.2 Rates: Charges applicable to Cross Boundary UDT Meet Point Facility arrangements are as follows:

11.7.1.2.1 Non Recurring Charges: 100% of **PACIFIC** existing UDT Non Recurring Charges, i.e. service order charge, install (connect) charges, disconnect charges, etc. for its side of the facilities and without any compensation to the other ILEC. Each of these charges are found in Appendix Pricing.

* Section 11.7 is available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

11.7.1.2.2 Monthly Charges: **PACIFIC** will charge full (100%) existing UDT monthly charges for the first (or Fixed) mile, plus 100% of the monthly charges for the additional miles in its territory. Each of these charges is found in Appendix Pricing. The additional miles are calculated by the total facility mileage multiplied by the percentage of the facilities that fall within **PACIFIC** territory, as determined by the NECA 4 tariff. There will not be any compensation to the other ILEC.

11.7.1.2.3 **PACIFIC**'s current intervals for the ordering and provisioning of the UDT will also be applicable to the ordering and provisioning of Cross Boundary UDT Meet Point Facilities. However, for end to end connectivity, the longer of the two ILEC's ordering and provisioning intervals will apply.

12. DARK FIBER

12.1 In **SBC-12STATE** Dark fiber is deployed, unlit fiber optic cable that connects two points within the incumbent LEC's network. Dark fiber is fiber that has not been activated through connection to the electronics that "light it", and thereby render it capable of carrying communications services. Other than as specifically set out elsewhere in this agreement, **SNET** does not offer Dark Fiber under this agreement. Rather, Dark Fiber is available as described in Section 18.2.1E of the Connecticut Service Tariff.

12.1.1 Dark Fiber is fiber that is spliced in all segments from end to end and would provide continuity or "light" end to end. CLEC may only subscribe to dark fiber that is considered "spare," as defined in Sections 12.4.1 and 12.5.1, below.

12.2 Interoffice Dark Fiber

12.2.1 **SBC-12STATE** will provide dark fiber in the dedicated interoffice transport segment of the network as an unbundled network element. Interoffice dark fiber is between two different **SBC-12STATE** Central Offices (CO's) and terminates on a fiber distribution frame, or equivalent, in the CO. **SBC-12STATE** will offer its dark fiber to CLEC when CLEC has collocation space in each **SBC-12STATE** CO where the fibers terminate.

12.3 Loop Fiber

12.3.1 **SBC-12STATE** will provide loop dark fiber as an unbundled network element. Loop dark fiber is a segment between a serving **SBC-12STATE** central office and an end user customer premise.

12.3.2 **SBC-12STATE** will provide sub-loop dark fiber as an unbundled network element. Sub-loop dark fiber is a segment between:

12.3.2.1 the serving **SBC-12STATE** central office and a remote terminal/CEV/Hut; or

12.3.2.2 a remote terminal/CEV/Hut and an end user customer premise.

12.3.3 At CO's the dark fiber terminates on a fiber distribution frame, or equivalent, in the CO. CLEC access is provided pursuant to Method One (Section 3.1.1.1, above) which is the only method of access for dark fiber.

12.3.4 At remote terminals, CEVs and Huts, CLEC access to the dark fiber will be provided via the network demarcation point at the end user customer premises and via a fiber distribution frame at the remote terminal/CEV/Hut.

12.4 Spare Fiber Inventory Availability and Condition

12.4.1 All available spare dark fiber will be provided as is. No conditioning will be offered. Spare dark fiber is fiber that is spliced in all segments, point to point but not assigned, and spare dark fiber does not include maintenance spares, fibers set aside and documented for **SBC-12STATE's** forecasted growth, defective fibers, or fibers subscribed to by other carriers. CLEC will not request any more than 25% of the spare dark fiber contained in the requested segment.

12.5 Determining Spare Fibers:

12.5.1 **SBC-12STATE** will inventory and track spare dark fibers. Spare fibers do not include the following:

12.5.1.1 Maintenance spares. Maintenance spares shall be kept in inventory like a working pair. Spare maintenance fibers are assigned as follows:

- Cables with 24 fibers and less: two maintenance spare fibers
- Cables with 36 and 48 fibers: four maintenance spare fibers
- Cables with 72 and 96 fibers: eight maintenance spare fibers

- Cables with 144 fibers: twelve maintenance spare fibers
- Cables with 216 fibers: 18 maintenance spares
- Cables with 288 fibers: 24 maintenance spares
- Cables with 432 fibers: 36 maintenance spares
- Cables with 864 fibers: 72 maintenance spares.

12.5.1.2 Defective fibers

12.5.1.3 **SBC-12STATE** growth fibers. Fibers documented as reserved by **SBC-12STATE** for utilization for growth within the 12 month–period following the carrier's request.

12.5.2 The appropriate **SBC-12STATE** engineering organization will maintain records on each fiber optic cable for which CLECs request dark fiber.

12.5.3 Defective fibers, if any, will be deducted from the total number of spare fibers that would otherwise be available to CLEC for use under this Agreement.

12.6 Quantities and Time Frames for ordering Dark Fiber:

12.6.1 The minimum number of fiber strands that CLEC can order is two, and fiber strands must be ordered in multiples of two. The maximum number of fiber strands that CLEC can order is no greater than 25% of the spare facilities in the segment requested. (See definition of spare facilities set forth in Sections 12.4.1 and 12.5.1 above.)

12.6.2 If CLEC wishes to request dark fiber, it must submit a dark fiber facility inquiry, providing CLEC's specific point to point (A to Z) dark fiber requirements. When CLEC submits a dark fiber facility inquiry, appropriate rates for the inquiry will be charged as outlined in state specific Appendix Pricing.

- 12.6.2.1 If spare dark fiber is available, as determined under this Agreement, **SBC-12STATE** will notify CLEC and CLEC may place an Access Service Request (ASR) for the dark fiber. **SBC-12STATE** will respond to a dark fiber facilities inquiry from CLEC as to the availability of a particular segment or segments within ten (10) business days from receipt of valid inquiry request.

12.6.3 Dark fiber will be assigned to CLEC only when an ASR is processed. ASRs will be processed on a first-come-first-served basis. Inquiry facility

checks do not serve to reserve dark fiber. When CLEC submits the ASR, the ASR will be processed and the dark fiber facilities assigned for the charges which will be established as set forth in paragraph 12.6.2

12.7 Right of Revocation of Access to Dark Fiber **arb issue #77**

12.7.1 Should CLEC not utilize the fiber strands subscribed to within the 12-month period following the date SBC-12STATE provided the fibers, SBC-12STATE may revoke CLEC's access to the dark fiber and recover those fiber facilities and return them to SBC-12STATE inventory.
SBC-12STATE may reclaim from the CLEC's the right to use dark fiber, whether or not the dark fiber is being utilized by CLEC, upon twelve (12) months' written notice to the CLEC. SBC-12STATE will provide an alternative facility for the CLEC with the same bandwidth the CLEC was using prior to reclaiming the facility. SBC-12STATE must also demonstrate to the CLEC that the dark fiber will be needed to meet SBC-12STATE's bandwidth requirements within the 12 months following the revocation.

(Paragraph was 12.7 on SBC's original document)
13.7 Right of Reclamation of Access to Dark Fiber
~~(Paragraph was 12.7.1 on SBC's original document)~~
~~13.7.1 **SBC-12STATE** may reclaim dark fiber from CLEC upon at least 12 months written notice to the CLEC only if:~~
~~(Paragraph was 12.7.1.1 on SBC's original document)~~
~~13.7.1.1 **SBC-12STATE** negotiates with the CLEC in good faith to address the CLEC's concerns related to **SBC-12STATE**'s proposed reclamation, including issues related to coordination and timing for the purpose of minimizing service disruption; and~~
~~(Paragraph was 12.7.1.2 on SBC's original document)~~
~~13.7.1.2 **SBC-12STATE** demonstrates to the satisfaction of the CLEC or the Commission that **SBC-12STATE** reasonably needs the dark fiber to meet its carrier-of-last-resort responsibilities within 12 months following the reclamation; and~~

~~(Pagragraph was 12.7.1.3 on SBC's original document)~~
~~13.7.1.3 **SBC-12STATE** offers to provide the CLEC with an alternative facility with the same bandwidth the CLEC was using or had committed to use prior to **SBC-12STATE** reclaiming the facility, provided the alternative facility does not result in any additional costs or charges to the CLEC or reduce the quality of the CLEC's services. (Paragraph was 12.7.2 on SBC's original document)~~
~~13.7.2 **SBC-12STATE** and any interested CLEC may negotiate any alternative contractual terms and conditions for reclamation of dark fiber subject to~~

~~mutual agreement or to arbitration of such terms.~~

12.8 Access Methods specific to Dark Fiber

12.8.1 The demarcation point for dark fiber at central offices, remote terminals/CEV/HUT and customer premises will be in an **SBC-12STATE** approved splitter shelf. This arrangement allows for non-intrusive testing.

12.9 Installation and Maintenance for Dark Fiber

12.9.1 **SBC-12STATE** will install demarcations and place the fiber jumpers from the fiber optic terminals to the demarcation point. CLEC will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to the CLEC equipment.

13. OPERATOR SERVICES AND DIRECTORY ASSISTANCE

13.1 **SBC-13STATE** will provide access to operator service and directory assistance databases where technically feasible. (47 CFR § 51.319(g)). Operator Services and Directory Assistance (OS/DA) are available as described in Appendix DA, and Appendix OS.

14. SIGNALING NETWORKS AND CALL-RELATED DATABASES

14.1 Signaling Networks and Call-Related Databases are Network Elements that include Signaling Link Transport, Signaling Transfer Points, and Service Control Points and Call-Related Databases. Access to **SBC-13STATE**'s signaling network and call related databases will be provided as described in the following Appendices: SS7, LIDB AS, LIDB Service, 800, and AIN (refer to General Terms and Conditions, Section 45.7.2).

15. OPERATIONS SUPPORT SYSTEMS FUNCTIONS

15.1 Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by **SBC-13STATE**'s databases and information. **SBC-13STATE** will provide CLEC access to its Operations Support Systems Functions as outlined in Appendix OSS.

16. CROSS CONNECTS

16.1 The cross connect is the media between the **SBC-13STATE** UNE and a CLEC designated point of access as described in various sections of this Appendix, or

the media between a **SBC-13STATE** UNE and a Collocation area for the purpose of permitting the CLEC to connect the **SBC-13STATE** UNE to other UNEs or to the CLECs own facilities. Where **SBC-13STATE** has otherwise committed to connect one UNE to another UNE on behalf of CLEC, or to leave connected one UNE to another UNE on behalf of CLEC the cross connect is the media between one **SBC-13STATE** UNE and another **SBC-13STATE** UNE. Nothing in this section is a commitment to connect or leave connected any two or more UNEs.

16.2 **SBC-7STATE** will provide cross connects at the rates, terms, and conditions set forth in Appendix Pricing. Pricing for Sections 13.3, 13.4 and 13.5 for **SBC-AMERITECH** and **SNET** are provided as set forth in Appendix Pricing. For all other cross-connect pricing for **SNET** refer to the applicable state tariff.

16.3 The applicable Loop cross connects to point of access for the purpose of CLEC combining a **SBC-13STATE** Loop with another **SBC-13STATE** UNE are as follows:

16.3.1 2-Wire Analog Loop to UNE Connection Methods point of access

16.3.2 4 -Wire Analog Loop to UNE Connection Methods point of access

16.3.3 2 -Wire Digital Loop to UNE Connection Methods point of access

16.3.4 4 -Wire Digital Loop to UNE Connection Methods point of access

16.4 The applicable Unbundled Dedicated Transport cross connects to the UNE Connection Methods point of access for the purpose of CLEC combining Unbundled Dedicated Transport to another **SBC-13STATE** UNE are as follows:

16.4.1 DS-1 to UNE Connection Methods point of access

16.5 The applicable Switch Port cross connects to the UNE Connection Methods point of access for the purpose of CLEC combining Switch Ports to another **SBC-13STATE** UNE are as follows:

16.5.1 Analog Line Port to UNE Connection Methods point of access

16.5.2 ISDN Basic Rate Interface (BRI) Line Port to UNE Connection Methods point of access.

16.5.3 ISDN Primary Rate Interface (PRI) Trunk Port to UNE Connection Methods point of access

16.5.4 Analog DID Trunk Port to UNE Connection Methods point of access

16.5.5 DS-1 Trunk Port to UNE Connection Methods point of access

16.6 The applicable Loop cross connects for the purpose of CLEC connecting a **SBC SWBT** and **NEVADA** Loop UNE to a CLEC's Collocated facilities are as follows:

16.6.1 2-Wire Analog Loop to Collocation

16.6.2 2-Wire Analog Loop to Collocation (without testing)

16.6.3 4-Wire Analog Loop to Collocation

16.6.4 4-Wire Analog Loop to Collocation (without testing)

16.6.5 2-Wire Digital Loop to Collocation

16.6.6 2-Wire Digital Loop to Collocation (without testing)

16.6.7 4-Wire Digital Loop to Collocation

16.6.8 4-Wire Digital loop to Collocation (without testing)

16.6.9 DSL Shielded Cross Connect to Collocation

16.6.10 2-Wire DSL non-shielded cross connect to Collocation

16.6.11 4-Wire DSL non-shielded cross connect to Collocation

16.6.12 2-Wire Analog Loop to Collo/Mux (different C.O.)

16.6.13 2-Wire Analog Loop to Collo/Mux (without testing) (different C.O.)

16.6.14 4-Wire Analog Loop to Collo/Mux (different C.O.)

16.6.15 4-Wire Analog Loop to Collo/Mux (without testing) (different C.O.)

16.6.16 2-Wire Digital Loop to Collo/Mux (different C.O.)

16.6.17 2-Wire Digital Loop to Collo/Mux (without testing) (different C.O.)

16.6.18 4-Wire Digital Loop to Collo/Mux (different C.O.)

16.6.19 4-Wire Digital Loop to Collo/Mux (without testing) (different C.O.)

16.7 The applicable dedicated transport cross connects for the purpose of CLEC connecting a **SBC-SWBT** and **NEVADA** dedicated transport UNE to a CLEC's Collocated facilities are as follows:

16.7.1 DS-1 to Collocation

16.7.2 DS-3 Collocation

16.7.3 OC-3 to Collocation

16.7.4 OC-12 to Collocation

16.7.5 OC-48 to Collocation

16.8 The applicable Port cross connects for the purpose of CLEC connecting a **SBC-SWBT** and Port UNE to a CLEC's Collocated facilities are as follows:

16.8.1 Analog Line Port to Collocation

16.8.2 ISDN Basic Rate Interface (BRI) Line Port to Collocation

16.8.3 Primary Rate Interface (PRI) Trunk Port to Collocation

16.8.4 Analog DID Trunk Port to Collocation

16.8.5 DS- Trunk Port to Collocation

16.9* The applicable cross connects for the purpose of a CLEC connecting a **PACIFIC** Loop, UDT or Port UNE to a CLECs Collocated facility are as follows:

16.9.1 Voice Grade/ISDN EISCC

16.9.2 DS-0 EISCC

16.9.3 DS-1 EISCC

16.9.4 DS-3 EISCC

16.9.5 DSL Shielded Cross Connect to Collocation

16.10 The applicable cross connects for **SBC-AMERITECH** Loop, UDT or Port UNEs are as follows:

16.10.1 2-wire

16.10.2 4-wire

16.10.3 6-wire

16.10.4 8-wire

16.10.5 DS-1

16.10.6 DS-3

16.10.7 OC-3
16.10.8 OC-12

16.10.9 OC-48

16.10.10 LT1

16.10.11 LT3

16.11* The applicable Loop cross connects to the Adjacent Location Method of Accessing UNEs for the purpose of a CLEC combining a **PACIFIC** Loop with a CLECs own facilities for are as follows:

16.11.1 2 -Wire Analog Loop to Adjacent Location Method point of access

16.11.2 4 -Wire Analog Loop to Adjacent Location Method point of access

16.11.3 2 -Wire Digital Loop to Adjacent Location Method point of access

16.11.4 4 -Wire Digital Loop to Adjacent Location Method point of access

16.11.5 DSL shielded Cross Connect to Adjacent Location point of access

16.12* The applicable Unbundled Dedicated transport cross connects to the Adjacent Location Method of accessing UNEs for the purpose of a CLEC combining a **PACIFIC** Unbundled Dedicated Transport with a CLECs own facilities as follows:

16.12.1 DS-1 to the Adjacent Location Method point of access

*Sections 16.9 through 16.13 are available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS Paragraph 2.10.1

16.13* The applicable Switch Port cross connects to the Adjacent Location Method of Accessing UNEs for the purpose of a CLEC combining a **PACIFIC** Port with a CLECs own facilities point of access are as follows:

16.13.1 Analog Line Port to Adjacent Location Method to point of access

16.13.2 ISDN BRI Port to Adjacent Location Method to point of access

16.13.3 ISDN PRI Trunk Port to Adjacent Location Method point of access

16.14 Cross Connects, required for the UNE platform, from UNE Loops to UNE Ports for the purpose of combining a **SWBT**, **NEVADA** and **PACIFIC** 2 -Wire Loop with a **SWBT**, **NEVADA** and **PACIFIC** Port are as follows:

16.14.1 2 -Wire Analog Loop to Analog line Port

16.14.2 2 -Wire Digital Loop to ISDN BRI Port

16.15 Maintenance of Elements

16.15.1 If trouble occurs with unbundled network elements provided by **SBC-13STATE**, CLEC will first determine whether the trouble is in CLEC's own equipment and/or facilities or those of the End User. If CLEC determines the trouble is in **SBC-13STATE**'s equipment and/or facilities, CLEC will issue a trouble report to **SBC-13STATE**.

16.15.2 CLEC shall pay Time and Material charges (maintenance of service charges/additional labor charges) when CLEC reports a suspected failure of a network element and **SBC-13STATE** dispatches personnel to the End User's premises or a **SBC-13STATE** Central Office and trouble was not caused by **SBC-13STATE**'s facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. Rates of Time and Material charges will be billed at amounts equal to those contained in the applicable state tariffs.

16.15.3 CLEC shall pay Time and Material charges when **SBC-13STATE** dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than **SBC-13STATE** or in detariffed CPE provided by **SBC-13STATE**, unless covered under a separate maintenance agreement.

16.15.4 CLEC shall pay Maintenance of Service charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.

16.15.5 If CLEC issues a trouble report allowing **SBC-13STATE** access to the End User's premises and **SBC-13STATE** personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that **SBC-13STATE** personnel are dispatched. Subsequently, if **SBC-13STATE** personnel are allowed access to the premises, these charges will still apply.

16.15.6 Time and Material charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts of **SBC-13STATE** performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of **SBC-13STATE** performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of **SBC-13STATE** performed other than on a normally scheduled workday.

16.15.7 If CLEC requests or approves a **SBC-13STATE** technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CLEC will pay Time and Material charges for any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours.

17. RECONFIGURATION

17.1 **SBC-13STATE** will reconfigure existing qualifying special access services terminating at a Collocation Arrangement to combinations of unbundled loop and transport upon terms and conditions consistent with the Supplemental Order released by the FCC on November 24, 1999 *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996,* in CC Docket No. 96-98 (FCC 99-370) and with **SBC-13STATE**'s processes to implement that Order, as set forth on the CLEC website.

18. RESERVATION OF RIGHTS

18.1 **SBC-13STATE**'s provision of UNEs identified in this Agreement is subject to the provisions of the Federal Act, including but not limited to, Section 251(d). The Parties acknowledge and agree that on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), ("the UNE Remand Order"), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). By entering into this Agreement which makes available certain UNEs, or any Amendment to this Agreement to conform such Agreement to the UNE Remand Order within the time frames specified in such Order, neither Party waives any of its rights to seek legal review or a stay pending appeal of the Order. In addition, both Parties reserve the right to dispute whether any UNEs identified in the Agreement must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement. UNEs described in this Agreement or any Amendment to this Agreement that are provided in accordance with the UNE Remand Order will be provided in accordance with the effective dates set forth in the Order (i.e. February 17, 2000 or May 17, 2000, as applicable). In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding, based upon any action by any telecommunications carrier, finds, rules and/or otherwise orders ("order") that any of the UNEs and/or UNE combinations provided for under this Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be invalidated, modified or stayed as required to immediately effectuate the subject order upon written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement on the modifications required to the Agreement to immediately effectuate such order. If negotiations fail, disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement. In addition, the Parties agree that in the event the UNE Remand Order is stayed pending appeal, neither Party shall be obligated to implement the terms of such Order until such time as the stay is lifted.

19. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

19.1 Every interconnection, service and network element provided hereunder, shall be subject to the applicable rates, terms and conditions contained in this Agreement. The parties recognize that provisions in the General Terms and Conditions apply to services, interconnections and network elements provided under individual appendices or attachments to this Agreement. The parties further agree that this

acknowledgement that General Terms and Conditions apply to individual appendices is not intended to and does not limit, condition or void a third party's rights under 47 U.S.C. Section 252(i) and consistent with applicable law.